



PAGE CITY COUNCIL

697 Vista Avenue

Page, AZ 86040

Mike Farrow, Vice Mayor
Kenna Hettinger, Councilor
Tom Preller, Councilor

Debi Roundtree, Councilor
Vacant, Councilor
Amanda Hammond, Councilor

Steven Kidman, Mayor

MEETING NOTICES

Consent Agenda: This portion is a means of expediting routine matters. All items approved will be done by one undebatable motion passed unanimously. Any item may be removed for debate on request of any member of City Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

Hear From the Citizens: The City of Page welcomes public engagement, and the public may comment and address the City Council during this portion of the agenda. To request to speak, complete and submit the Request to Speak form PRIOR to the start of the meeting. When called to speak, please step up to the lectern, speak clearly into the microphone, and begin by stating your name for the record. Hear From the Citizens provides a time for the public to speak about matters that are NOT listed on the posted Agenda. The City Council cannot discuss or take legal action on any matters during the Hear From the Citizens. At the conclusion of the Hear From the Citizens, individual members of the City Council may respond to criticism made by those who have addressed the City Council, may ask Staff to review a matter, and/or may ask that a matter be put on a future agenda. If the topic you are commenting about is listed on the current agenda, you will be called to speak during that agenda item. Comments are limited to 3 minutes each speaker and 30 minutes in total. If you are with a group, please designate a spokesperson.

This agenda may be subject to change up to 24 hours prior to the meeting.

Pursuant to A.R.S. §38.431.02, notice is hereby given to the members of the City Council and to the general public that the Page City Council will hold a meeting open to the public. Supporting documents and Staff reports, which were furnished to the City Council, with this agenda, are available for review at cityofpage.org or at the City Clerk's Office. Councilmembers of the City of Page City Council will attend either in person or by technological means. City Council may vote to go into Executive Session for the purpose of obtaining legal advice from the City Attorney on any item listed on the agenda, pursuant to A.R.S. §38-431.03 (A)(3). City Council may modify the agenda order, if necessary.

Persons with disabilities should call the City Clerk's Office, at 928-645-4205 for program and services information and accessibility.

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Page makes a video or voice recording of a minor child A.R.S. §1-602.A.9.

City Council meetings are audio and video recorded. Parents or guardians may either submit a written consent to the City Clerk's Office, or by allowing a minor to be present and/or participate in the meeting, parents or guardians waive this right.

If you would like to receive email notification for City Council agendas, please sign up for subscriptions on our website at cityofpage.org.



**City Council
Regular Meeting**

**City Hall
697 Vista Ave, Page AZ
February 11, 2026 at 5:30 PM**

Notice of Public Meeting and Agenda

Page City Council may discuss and take action on any item listed on the agenda

- 1. Call to Order and Opening Activities**
- 2. Roll Call**
- 3. Consent Agenda**
 1. City Council Regular Minutes - January 28, 2026
 2. Assistant City Magistrate Reappointment - Michele Muskat
 3. 2026 Recreation & Page Little League Agreement
- 4. Hear From The Citizens**
- 5. Reports and Announcements**
 1. Mayor's Reports and Announcements
 1. Update on the Appointment Process for the Vacant Council Seat
 2. City Manager's Current Events Summary
- 6. Boards and Commissions**
 1. Council Liaison Reports on Board Meetings
 2. Airport Advisory Board Bylaws
- 7. Unfinished Business**
 1. Selection of a Design Build team for BMX Pump Track Park
- 8. New Business**
 1. Request to Terminate Airport Terminal Space Lease by Westwind Air Service
- 9. Executive Sessions**
 1. **POTENTIAL EXECUTIVE SESSION**
Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
Request to Amend Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of 98
 2. **POTENTIAL EXECUTIVE SESSION**
Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.
Lease Agreement with CBI for Residential Treatment Facility

Adjourn

Next Regular Meeting: Wednesday, February 25, 2026 at 5:30 p.m.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona; Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona; U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of _____, 20____, at _____ a.m./p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

CITY CLERK'S OFFICE

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Clerk

Presented by:

Cindy Scott, City Clerk

Brief Title: City Council Regular Minutes - January 28, 2026

Agenda Section: Consent Agenda

Agenda Sub-category: Minutes

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the City Council Regular Minutes from January 28, 2026.

Background:

N/A

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. 01 28 2026 Reg Minutes



**PAGE CITY COUNCIL
REGULAR MEETING MINUTES
January 28, 2026**

A Regular Meeting of the Page City Council was held at 5:30 p.m. on the 28th day of January 2026, in the Council Chambers at City Hall in Page, Arizona. Mayor Steven Kidman presided. Vice Mayor Mike Farrow, and Councilors Amanda Hammond (Via Zoom), Kenna Hettinger, Tom Preller, and Debi Roundtree were present. There was a moment of meditation. Vice Mayor Farrow led the Pledge of Allegiance.

Mayor Kidman called the meeting to order at 5:30 p.m.

Staff members present: City Manager, Frank Marbury; City Attorney, Joshua Smith; IT Director, Kane Scott; Police Chief, Tim Lange; Police Lieutenant, Ted Barnard; Administrative Manager, Alie Stamat; Page Utility Enterprises (PUE) Manager, Bryan Hill; Management Analyst, Robin Crowther; Deputy City Clerk, Cassie Scott; and City Clerk, Cindy Scott.

CONSENT AGENDA

Motion made by Councilor Preller to approve the Consent Agenda. The motion was seconded by Councilor Hettinger and passed unanimously upon a vote.

HEAR FROM THE CITIZENS

Residents Nancy Walker and Maschelle Zia addressed the City Council.

REPORTS AND ANNOUNCEMENTS

MAYOR'S REPORTS AND ANNOUNCEMENTS

None.

CITY MANAGER'S CURRENT EVENTS SUMMARY

City Manager provided information about the progress of the Splash Pad.

BOARDS AND COMMISSIONS

Discussion by the City Council pertaining to reports on board meetings by Board Liaisons Councilor Roundtree, Vice Mayor Farrow, and Mayor Kidman gave updates.

UNFINISHED BUSINESS

Letter of Support for Quality Connections 5311 Grant Application

There was discussion.

Mayor Kidman asked Councilor Hettinger to read the letter.

Motion was made by Councilor Roundtree to accept the letter and encourage staff to move forward. The motion was seconded by Councilor Preller and passed unanimously upon a vote.

Page City Council Regular Meeting – January 28, 2026

NEW BUSINESS

Bid #260 Powell Substation North Bay Upgrade Project

PUE Manager, Bryan Hill provided information.

There was discussion.

Motion was made by Vice Mayor Farrow to award the Bid 260 to Hunt Electric for the Powell Substation North Bay Upgrade Project in the amount of \$1,197,809. The motion was seconded by Councilor Roundtree and passed unanimously upon a vote.

Resolution 1338-26 Notice of Election

Clerk introduced Resolution 1338-26 by title only.

There was discussion.

Motion was made by Councilor Hettinger to adopt Resolution 1338-26. The motion was seconded by Vice Mayor Farrow and passed unanimously upon a vote.

Declare Vacancy on City Council

There was discussion.

Motion was made by Mayor Kidman to approve the vacancy on City Council. The motion was seconded by Vice Mayor Farrow and passed unanimously upon a vote.

Determine Process for Appointment for City Council Vacancy

Mayor Kidman provided information.

City Attorney Smith answered some questions.

There was discussion.

Motion was made by Councilor Roundtree to give the candidates until February 19th for applications, the Board meeting on the 25th in Executive Session we will choose and they will be seated on the 25th. The motion was seconded by Councilor Hammond. Councilor Hettinger provided clarification that qualified candidates can submit a letter of interest.

The motion passed unanimously upon a vote.

EXECUTIVE SESSIONS

There was discussion.

Motion was made by Vice Mayor Farrow to enter Executive Session consecutively for two (2) Executive Session items and move to the conference room at 6:09 p.m. The motion was seconded by Councilor Hettinger.

There was discussion.

The motion passed with Mayor Kidman, Vice Mayor Farrow, Councilor Hettinger, Councilor Preller, and Councilor Roundtree. Councilor Hammond was opposed.

Mayor reconvened the Regular City Council meeting at 6:29 p.m.

EXECUTIVE SESSION

Potential Land Sale – Portion of Parcel 80220005A (North side of Highway 98)

Staff directed to move forward as discussed in Executive Session.

Page City Council Regular Meeting – January 28, 2026

EXECUTIVE SESSION

Potential Land Sale to Shandiin Group – Ordinance 748-26

Clerk introduced Ordinance 748-26 by title only.

Motion was made by Vice Mayor Farrow to adopt Ordinance 748-26. The motion was seconded by Councilor Hettinger.

Councilor Roundtree commented.

The motion passed unanimously upon a vote.

ADJOURN

The meeting was adjourned at 6:31p.m.

Cindy Scott, City Clerk

Steven R. Kidman, Mayor

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the City Council Regular Meeting, held on the 28th day of January 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 11th day of February 2026

Cindy Scott, City Clerk

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: Magistrate Court

Presented by:

Andrew Hettinger, City Magistrate

Brief Title: Assistant City Magistrate Reappointment - Michele Muskat

Agenda Section: Consent Agenda

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to reappoint Michele Muskat to serve as an Assistant City Magistrate for a (2) two-year term ending February 28, 2028.

Background:

City Magistrate, Andrew Hettinger, requests the reappointment of Michele Muskat as the Assistant City Magistrate with a term ending February 28, 2028.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: Parks and Recreation

Presented by:

Debbie Winlock, Library Manager

Brief Title: 2026 Recreation & Page Little League Agreement

Agenda Section: Consent Agenda

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the Agreement for the 2026 Recreation & Page Little League Agreement

Background:

The City Recreation Department has partnered with Little League for many years to support youth sports and provide safe, accessible recreational opportunities for the community. This collaboration has included shared use of city fields and facilities, as well as ongoing coordination to ensure successful programming for local youth. The current agreement has remained unchanged for several years. A review of the agreement is appropriate to ensure it continues to reflect current practices, responsibilities, and the City's commitment to sustainable, equitable recreation services.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year: 2026

Amount Requested: 0

Line Item(s): N/A

Budget Impact:

Notes:

Attachments:

1. 2026 Little League Recreation Agreement

2026 RECREATION & PAGE LITTLE LEAGUE AGREEMENT

This Recreation Agreement is made and entered into, by and between, the City of Page, a municipal corporation organized and existing under the laws of the State of Arizona (hereinafter “City”), and Page Little League Association (hereinafter “Little League”). For and in consideration of the mutual promises and covenants set forth below, City and Little League agree to the following terms outlined in the Recreation Agreement:

A. The term of this Recreation Agreement shall be until July 15, 2026.

B. Little League will have use of the following fields at the Page Sports Complex:

2026	Field 1	Field 2	Field 3	Field 4
<i>Tryouts: Weds February 18th</i>	6:00-9:00 PM	6:00-9:00 PM	No Use	No Use
<i>Tryouts: Sat February 21</i>	11AM – 2PM	11AM – 2PM	No Use	No Use
<i>Open Ceremonies: Sat. April 11th</i>	10:00 AM – 4:00 PM	10:00 AM – 4:00 PM	10:00 AM – 4:00 PM	10:00 AM – 4:00 PM
<i>March 18th – July 15</i>	4:30 PM – 8:00 PM	4:30 PM – 8:00 PM	6:15 PM – 8:30 PM	6:15 PM – 8:30 PM
<i>May 13, May 20, May 27</i>	Double Headers	Double Headers	No Use	No Use
<i>TOURNAMENT: TBD (May 13 – May 27)**</i>	All Day	All Day	All Day	All Day

- *Page High School Girls Softball season begins February 9th; concessions may need to be made by both entities if schedules change. They will be granted use of Fields 3 & 4, from 3:00 PM – 6:30 PM, Monday – Saturday)*

*** Little League will notify the City Recreation Department by email, as soon as they are aware of the exact tournament dates.*

C. Little League Responsibilities

1. By or before March 9th, 2026, Little League will provide the City of Page with a \$1,800 security deposit. This deposit is to ensure the faithful performance of the obligations of Little League set forth herein. If Little League fails to fulfill its obligations hereunder, the City may retain all or any portion of the security deposit, including for repair of any damage caused by Little League or its guests.
2. Administer t-ball, baseball, and softball programs for both boys and girls, and are responsible for their program’s advertising, registration, programming, staffing and associated supplies, equipment, and services.
3. Little League may submit Sponsorship banners to Recreation Department for approval. The banners must be in good condition. The City retains the right to remove any banner at their discretion, and if the condition of any banner is deemed unacceptable. The Banners will be placed on the outfield homerun metal fence by the City and stay in place for the current Little League Season.
4. Little League will provide their own pitchers’ mounds and is responsible for the care and maintenance of the mound(s). Little League must remove the mound(s) as quickly as possible after the last Little League sanctioned game of the Little League 2026 Season

- on the field the mound is on, but no later than 2 days after the final use of that individual field.
5. Assist the Recreation Department in moving softball pitcher's plate from 43 feet to 40 feet.
 6. Connect base pads to underground anchors and disconnect anchors if any City events will be held between Little League events. If other events occur between Little League use, Little League is responsible for thoroughly covering youth distance anchors to prevent trip hazards before returning the field to the City. If the City uses adult softball distance bases, the City is responsible for thoroughly covering youth distance anchors to prevent trip hazards before Little League's scheduled use. If no City events occur between Little League uses, pads may remain in place until the end of the Little League season.
 7. Before each field use, ensure adult base anchors are thoroughly buried to prevent trip hazards.
 8. Conduct field safety and facility checks before each field use and immediately notify the City of any problems.
 9. Little League will hand drag and rake areas of the fields, as needed, with Little League-owned equipment. The City will operate all mowing and mechanical field equipment; City staff will drag fields on Monday through Thursday, as needed.
 10. Provide field paint and paint machine, and paint fields, as needed, for Little League games.
 11. Provide Little League-owned pitching machines and directly connect them to outlets on fields. Extension cords running from the Sports Complex building, for pitching machines or other equipment, are prohibited.
 12. Little League may store their equipment (i.e.: chalk, chalk machine, paint, paint machine, racks, etc.), along with their pitching machine in the City-owned Conex storage box. Little League is responsible for procuring their own lock and key for the Conex box. Little League shall not leave nor store their equipment anywhere else on the City's Sports Complex.
 13. Little League shall not have access to the Tool Room and is responsible for procuring all their own needed tools and equipment.
 14. Little League may access the electrical room to turn on/off field and restroom lights. There shall be no storing of equipment, balls, nor gear in the electrical room by Little League. No minors, under the age of 18, may enter the Electrical Room, for any reason.
 15. Little League must have an authorized Little League Representative or Board member on premises at every practice and every game, available at all times to fields inquiries and/or disputes. Coaches, parents, players, and/or spectators that not on the Board do not qualify as Official little League Representatives. The City is not responsible for or authorized to speak on behalf of Little League.
 16. Remove all Little League equipment and supplies from the premises and return facility keys no later than July 15, 2026, when this Recreation Agreement ends.

17. Pick up all trash, lost and found, and other items from Sports Complex at the end of each day of use and return all fields to pre-use condition. Little League must empty dugout trash into rolling bins.
18. Little League may unlock gates to access the Sports Complex, unlock bathrooms, and turn on field lights and bathroom lights only for their scheduled, City sanctioned use.
19. Little League must perform a visual safety inspection, clean up, and lock up the Sports Complex, ensuring that all field lights and bathroom lights are turned off, that the electrical room, restrooms, and Sports Complex gates are all locked properly.
20. Enforce all Recreation Department Sports Complex rules including:
 - a. No vehicles are to be driven into or parked in the Sports Complex enclosure.
 - b. No person shall possess or consume alcohol on any city-owned or operated parks/recreation area.
 - c. No person shall bring any glass container into any park or recreation area in the City.
 - d. No tobacco products are permitted on the Sports Complex premises, this includes but is not limited to chew, snuff, E-cigarettes.
 - e. No person may ride any of the following including but not limited to bikes, skateboards, scooters, skates, one-wheels, Heely's, hoverboards, or etc. inside the Sports Complex. (These items may be walked/carried in the Sports Complex).
 - f. No climbing on includes but not limited to fences, trees, planter boxes, electrical boxes, sheds, building and other facility structures not designed for play or climbing.
 - g. No shelled seeds of any kind permitted in the Sports Complex.
 - h. No weapons of any kind, including but not limited to knives, guns, fire starters, BB-guns, Orbeez-guns, etc. Possession of such items are grounds for immediate removal from the Sports Complex, possible suspension from the Sports Complex use and/or notification to law enforcement.
21. Immediately notify the Recreation Department of any field use cancellations.
22. Immediately notify the Recreation Department of any City-owned equipment or facility areas that need attention or repairs.
23. Notify the Recreation Department of the Little League Board meetings so City staff may attend.
24. Little League shall not have access to the second floor of the Sports Complex building. No Little League representative, no Coach, no player, no family, and no fan without supervision of City Employee.
25. Little League shall not use the Concession Stand Area as a place to store anything; balls, equipment, gear.
26. Schedule a meeting for in which Little League Coaches will meet with City Recreation Department Staff to review important facility rules and procedures outlined within this Recreation Agreement.

27. Little League must give the City Recreation Department a full schedule of practices and sanctioned games for each division prior to Little League's first scheduled practice or game.
28. Prior to performing any responsibilities herein, Little League shall procure and submit proof thereof to the City, and at all times thereafter maintain Commercial General Liability insurance with coverage limits of no less than two million dollars (\$2,000,000.00). The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including but not limited to, the liability assumed under the indemnification provisions of this Agreement. Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims. The City of Page shall be named as an additional insured. Little League's insurance shall be primary insurance in regard to the City, and any insurance or self-insurance maintained by City shall not contribute to it.
29. Little League shall indemnify, defend and hold harmless City, its agents, officers, officials and employees from and against any and all claims, demands, suits, actions, proceedings, loss, cost, or damages of every kind and description, including any reasonable attorney fees, expert witness fees, and/or litigation expenses, which may be brought or made against or incurred by City on account of (1) loss or damage to any property or interest of City, its officers, employees and agents, or any damages, injury to person or property, or death of any person arising out of, relating to, or alleged to have resulted from any acts, errors, omissions, work, or services of Little League, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, (2) any workers' compensation claims, unemployment compensation claims or unemployment disability claims of Little League employees, or volunteers, or claims under similar such laws or obligations. This indemnification shall not extend to any loss, damage, injury, or death to the extent caused by the negligence or willful misconduct of City, or its employees. This provision shall survive the termination or expiration of this Recreation Agreement.

D. City Responsibilities

1. Will not administer a separate City-sponsored Girls' Softball League during the current Little League season.
2. Maintain infield sprinklers and outfield grass and sprinklers.
3. Maintain City-owned equipment and Sports Complex facility, except as provided herein.
4. Provide for regular restroom cleaning and maintenance.
5. Coordinate trash roll carts to dumpsters for designated trash days.
6. The City will maintain the infields including nail drag, rake fields, and groom fields as needed, Monday through Thursday, including chalk and paint. City will assist Little League with field maintenance requests, to the best of their ability.
7. Assist Little League, if needed, with moving pitcher plates from 43 to 40 feet.

8. Provide bases for fields.
9. Provide Little League with a storage area. However, the City will not be responsible for any theft, vandalism, or damage caused by third parties.
10. Provide Little League with keys to access fields, equipment, designated storage shed, field lights, restrooms, ice, and AED. Little League will not make any copies of such keys or allow unauthorized use of the keys.
11. If the City uses adult softball distance base anchors between Little League field use, the City is responsible for thoroughly recovering the adult distance anchors to prevent trip hazards before the next Little League scheduled use.
12. Make best effort to have a City representative in attendance at the Little League Board meetings.
13. City reserves the right to reasonable cancel Little League's use of the Sports Complex fields for practices and for games, at the City's discretion. This includes the responsible to make decisions regarding the suitability of the fields for play and weather cancellations. The City has final say on the suitability of the fields for play and will notify Little League as soon as possible, when and/or if the fields are not suitable to play on.
14. Immediately notify Little League of any activities scheduled for fields between Little League field use.
15. City of Page Recreation Department will notify Little League of scheduled activities for all fields between Little League's field usage, Recreation Agreement. Little League's field usage, Recreation Agreement, is limited to the schedule (date, time, and field) outlined and approved by City.

E. Miscellaneous

1. Choice of Law/Venue. Any dispute, controversy, claim or cause of action arising out of or related to this Recreation Agreement shall be governed by Arizona law. The venue for any such dispute shall be in Coconino County, Arizona. Each party waives the right to object to venue in Coconino County for any reason.

2. Entire Recreation Agreement. This Recreation Agreement constitutes the entire recreation agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded, and merged herein. This Recreation Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties. Neither party may assign its rights to this Recreation Agreement, in whole or in part, without prior written approval of the other party. This Recreation Agreement is valid when and only when both parties have reviewed and provided written approval of and commitment to all outlined items.

3. Nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall Little League or any subcontractor, or any employee of Little League or any subcontractor be deemed to be employed by City or entitled to any remuneration or other benefits from the City, other than as set

forth in this Recreation Agreement. No provision in this Recreation Agreement shall create or confer any benefit with or rights to any third parties nor give to third parties any claim or right of action under this Recreation Agreement.

4. Construction. This Recreation Agreement shall be construed and interpreted according to its plain meaning and no presumption shall be deemed to apply in favor of, or against the party drafting this Recreation Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this Recreation Agreement.

5. Required provisions. This Recreation Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Recreation Agreement by reference. Little League warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program.

6. Termination. This Recreation Agreement may not be terminated by either party without cause or proper legal proceedings.

**City of Page
An Arizona Municipal Corporation**

Little League

By: _____
Print

By: _____
Print

Signed

Signed


Date: _____

Date: _____

Attested By:

City Clerk

Approved as to Form:



City Attorney

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Council

Presented by:
Steven Kidman, Mayor

Brief Title: Update on the Appointment Process for the Vacant Council Seat

Agenda Section: Reports and Announcements **Agenda Sub-category:** Agenda Item

Action: Other

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

None

Background:

Mayor Kidman will provide some information about the process for Appointment for the Vacant Council Seat.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Council

Presented by:

Brief Title: Council Liaison Reports on Board Meetings

Agenda Section: Boards and Commissions

Agenda Sub-category: Agenda Item

Action:

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Background:

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Manager

Presented by:

Frank Marbury, City Manager

Brief Title: Airport Advisory Board Bylaws

Agenda Section: Boards and Commissions

Agenda Sub-category: Agenda Item

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve Airport Advisory Board Bylaws

Background:

Bylaws were created for the Airport Advisory Board.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

At the 01/27/2026 Airport Advisory Board meeting, the members voted to recommend the attached bylaws to City Council.

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. Airport Advisory Board Bylaws- Draft



Airport Advisory Board Bylaws

Section 1: General

- A. Establishment: The Airport Advisory Board was established by Section 31.26 of the City Code. The Airport Advisory Board holds an Advisory Role to the City Council and shall not assume the role of an administrative or legislative body, except as otherwise provided for in City Code or ordinances.
- B. Purpose: The Airport Advisory Board shall act as the advisory board to the Page City Council in the establishment of the rules and regulations, consistent with state and federal aviation authority, as may be necessary or advisable for the operation and management of the municipal airport, the establishment of building sites and to request repair or removal of structures not maintained in accordance with regulations as to construction or location; and other recommendations as may be necessary or advisable for the safe and efficient management, operation, and maintenance of the municipal airport.

Section 2: Membership and Officers

- A. Membership
 - 1. Appointments and Terms: The Airport Advisory Board is comprised of seven members who are appointed by City Council. Appointments and terms are pursuant to §31.05 of the City Code.
 - 2. Removal: Members may be removed in accordance with §31.06 of the City Code.
 - 3. Conflict of Interest: Any member of the Airport Advisory Board who has substantial interest as defined in A.R.S. §38-502 in the outcome of any matter brought before the Airport Advisory Board will make known that interest and the Minutes of the meeting will reflect that the member made such fact known. The member will refrain from voting or in any way participating in that matter.



B. Officers

1. Election of Officers: Annually, during the month of July, the Airport Advisory Board will elect from among its members a Chairperson and Vice Chairperson in accordance with §31.06 of the City Code.
 - a. Chairperson: The Chairperson shall preside at meetings of the Airport Advisory Board.
 - b. Vice Chairperson: In the absence of the Chairperson, the Vice Chairperson will preside at meetings of the Airport Advisory Board. In the absence of both the Chairperson and the Vice Chairperson, an acting Chairperson will be designated by members present (provided a quorum is present).
2. Council Liaison: A Council representative shall be appointed as Liaison for the Airport Advisory Board in accordance with §31.05 of the City Code. The Council Liaison shall perform the duties set forth by City Council as outlined in the City of Page Boards and Commissions Handbook.
3. Staff Liaison: A Staff Liaison will be assigned by the City Manager to provide administrative support for the meetings of the Airport Advisory Board. The Staff Liaison will perform the duties set forth by the City Manager as outlined in the City of Page Boards and Commissions Handbook.

Section 3: Meetings

A. Schedule

1. Regular Meetings: Regular meetings will be held in accordance with the schedule approved by the Board. Changes to the schedule shall be requested through the Staff Liaison for verification from the City Clerk that it does not create a conflict with other Board and Commission meetings.
2. Special Meetings: Subject to proper notice, special meetings may be called by the Chairperson, or Vice Chairperson, for the transaction of business. Only those matters listed in the agenda notice of a special meeting may be discussed at that meeting.
3. Cancellation of Meetings: Meetings may be cancelled if it is determined by the Staff Liaison that there will not quorum present at the meeting.

- B. Attendance Requirements: Virtual/Telephonic participation is permitted if members can participate fully in the discussion and any actions.



- C. Quorum: A majority of the appointed members of the Airport Advisory Board shall constitute a quorum. No action shall be taken except by affirmative vote of the majority of the members present. In the event any members abstain from the determination of an item, said member or members shall be counted as present for the purpose of determining a quorum.
- D. Conduct: Meetings shall be conducted in accordance with Robert's Rules of Order and abide by the regulations set forth in Arizona Open Meeting Law A.R.S. §38-431.
- E. Agenda Items: Agenda items are added at the request of the Airport Advisory Board Chairperson, City Manager, or Council Liaison. Agenda items must be in accordance with the Airport Advisory Board purpose.

Section 4: Miscellaneous

- A. Amending Bylaws: These bylaws may be amended by a majority vote of the members of the Board and with approval of the City Council. The amended bylaws are effective immediately upon approval of the City Council.

The bylaws are established in accordance with the City Code; In the event of a conflict with the City Code, shall take precedence;

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Manager

Presented by:

Frank Marbury, City Manager

Brief Title: Selection of a Design Build team for BMX Pump Track Park

Agenda Section: Unfinished Business

Agenda Sub-category: Agreement/Contract

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Move to approve the Contract with American Ramp Company for the design and construction of the BMX Pump Track Park (Option 1) for an amount of \$500,000.

Background:

The City requested proposals for the construction of a BMX Pump style track to be placed at the Sports Complex. The City received 4 proposals. A committee of 5 reviewed the proposals.

American Ramp was ranked the highest. The pricing proposal included two options, either of which totals \$500,000. Option 1 includes a UCI sanctioned track with a separate beginner track. Option 2 has a single track but more site amenities such as a viewing platform with benches.

Staff recommends option 1 in order to give beginner riders a safer place to learn and allows for the most track for the money..

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year: 2026

Amount Requested: 500000

Line Item(s):

Budget Impact:

Notes:

Attachments:

1. BMX Design-Build contract
2. Proposal and Schedule

DESIGN BUILD CONTRACT

THIS CONTRACT is entered into between the City of Page, a body politic and corporate of the State of Arizona, hereinafter called "City", and American Ramp Company, hereinafter called Contractor, effective this 11 day of February, 2026.

WITNESSETH

WHEREAS, City requires the services of a Contractor qualified to perform the design build functions for the BMX Pump Track Park ("Project", more fully defined below) under the design build method of delivery, and

WHEREAS, Contractor was determined to be the most qualified applicant based on City's evaluation of qualifications submitted in response to the Request for Proposals, and

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree to the following:

AGREEMENT

ARTICLE 1. CONTRACT TERM

1.1 Final Completion shall be achieved on or before August 31, 2026, unless this Contract is sooner terminated or further extended pursuant to the provisions of this Contract.

ARTICLE 2. SCOPE

2.1 This Contract is a Design Build Contract for the Project. The Design Build Contract includes a Design Services phase in which design and permitting issues are addressed, and Construction Phase during which the Project shall be constructed. All materials and articles of any kind necessary for the Work are subject to the approval of City.

2.2 The Contractor is responsible for design and construction of a complete Project, including all design services, plans, specifications, construction, including materials, equipment, labor for installation, material testing, training, warranty and as-built drawings.

2.3 Contractor shall perform all design services, construction administration services and construction of the Project in accordance with this Contract and the Project Schedule outlined in attached Exhibit B and the scope of work outlined in attached Exhibit A. Contractor shall perform all work in accordance the terms of the Contract and to the best of Contractor's ability. Contractor shall employ suitably trained and skilled personnel to perform all services under this Contract. Contractor agrees to exercise the skill and care which would be exercised by comparable professional contractors performing similar services at the time and in the locality such services are performed. Furthermore, the Contractor shall perform the Work or services in accordance with generally accepted methods and standards.

2.5 City Responsibilities.

2.5.1 City shall, throughout the performance of the Work, cooperate with Contractor and perform its responsibilities, obligations and services in a timely manner to facilitate Contractor's timely and efficient performance of the Work and so as not to delay or interfere with Contractor's performance of its obligations under the Contract.

2.5.2 City shall provide timely reviews and approvals of interim design submissions and other documents.

2.5.3 City shall provide, to the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines; to the extent available, as-built and record drawings of any existing structure at the site; environmental studies, reports and assessments describing the environmental conditions, including hazardous materials, in existence at the site; and geotechnical studies describing subsurface conditions.

ARTICLE 3. SERVICES

3.1 General Project Administration Services

3.1.1 Contractor will provide and manage the professional design and administer the Project. Contractor will consult with City staff, research applicable design criteria, coordinate and attend meetings as necessary, and communicate with members of the Project Team.

3.1.2. Contractor will incorporate the use of best value design, construction methods and alternate materials during the design build process. Contractor shall focus on budget, aesthetics, constructability, operation and life cycle costs and compatibility with the surrounding environment.

3.1.3. Contractor shall, within twenty (20) days after award of the Contract, submit a project schedule showing the projected design and construction schedule.

3.1.4 All subcontractors and suppliers solicited will be subject to City approval.

3.2 Professional Services.

3.2.1 Contractor shall, consistent with applicable state licensing laws, provide through qualified licensed design professionals employed by Contractor, or procured from qualified, independent, licensed design consultants, the necessary design services for the preparation of the required drawings, specifications and other design submittals to permit Contractor to construct the Project consistent with the City's requirements. The Contractor and its design professionals shall seal with an Arizona registered professional seal all plans and specifications prepared by them for this Contract as required by state law.

3.2.2 The Contractor shall be responsible for the completeness and accuracy of its plans, specifications, supporting data and other work prepared or compiled under its obligation for this Project and shall correct, at its expense, all errors, omissions and acts therein which may be discovered. Correction of any errors, omissions and acts discovered on plans and specifications shall be the responsibility of the Contractor. The cost of the design necessary to correct those errors attributable to the Contractor shall be charged to

the Contractor. Any damage incurred by the City, including additional construction cost caused by such errors, omissions or acts, shall be chargeable to the Contractor. The fact that the City has accepted or approved the Contractor's work shall in no way relieve the Contractor of any of its responsibilities.

3.3 Project Schedule

3.3.1 Correction and updating of the schedule will be done as often as deemed necessary by City.

3.3.2 The Contractor shall furnish sufficient labor force and equipment to ensure the prosecution of the Work in accordance with the approved schedule so as to complete the Project within the Contract Time.

3.4 Design Services

3.4.1 Contractor and City shall agree upon interim design submissions that City may wish to review.

3.4.2 Within ten (10) days after a scheduled submission, the Contractor and City shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Project requirements or previously submitted design submissions.

3.4.3 City shall review and comment upon the interim design submissions in a time that is consistent with the turnaround times set forth in Contractor's Project Schedule. Contractor shall revise such interim design submissions (at its cost) to address comments by the City that identify any aspect that does not comply with the Project requirements.

3.4.4 City's review and approval of interim design submissions and the Construction Documents are for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Project. Neither City's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability to the City.

3.4.5 The Project design must meet all applicable Specifications, Details and Drawings, including all City building and technical standards, City codes and specifications.

3.4.6 The Contractor shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

3.4.7 The Contractor shall coordinate with City and any other necessary utilities regarding standard utility issues and incorporate pertinent information in the plans.

3.4.8 The drawing format will be a 24" x 36" sheet size, unless otherwise authorized in writing by the City.

3.4.9 Contractor shall obtain all necessary permits, approvals and licenses required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

3.4.10 Copies of these permits and notices must be provided to the City’s Representative prior to starting the permitted activity. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

3.4.11 Contractor is responsible for the cost of all permits and review fees.

ARTICLE 4. BONDING REQUIREMENTS

4.1 In accordance with A.R.S. § 34-610, the Contractor shall provide Payment and Performance Bonds (“Bonds”) for not less than one hundred percent (100%) of the costs of the construction phase of the Project. Copies of the Bonds shall be attached to and become a part of this Contract upon acquisition of the Bonds by Contractor and prior to commencement of any work on the Project. The Bonds shall be issued by a surety authorized to do business in the State of Arizona who is acceptable to City.

ARTICLE 5. COMPLIANCE WITH LAWS

5.1 The Contractor shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in a court of the State of Arizona and Coconino County.

ARTICLE 6. INDEPENDENT CONTRACTOR

6.1 The status of the Contractor shall be that of an independent contractor. Neither Contractor, nor Contractor's officers, agents, or employees, shall be considered an employee of City or be entitled to receive any employment-related fringe benefits under City’s personnel policy. Contractor shall be responsible for payment of all Federal, State and local taxes associated with the compensation received pursuant to this Contract, and shall indemnify and hold City harmless from any and all liability which City may incur because of Contractor's failure to pay such taxes.

ARTICLE 7. CONSULTANTS AND SUBCONTRACTORS

7.1 Contractor will be fully responsible for all acts and omissions of any member of the Design-Build Team and/or all engineers, subcontractors and consultants and of persons directly or indirectly employed by any subcontractor or consultant and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract shall create any obligation on the part of City to pay any money due any of Contractor’s consultants or subcontractors, except as may be required by law.

ARTICLE 8. CONTRACT AMOUNT

8.1 Contract Amount.

8.1 The Contract Amount shall not exceed Five Hundred Thousand Dollars (\$500,00.00). The Contract shall include all costs of any nature necessary to the performance of the Work required hereunder, including all costs of design and construction of the Project.

8.2 Liquidated Damages.

8.2 Liquidated damages as used herein shall be Twenty-Five Dollars (\$25.00) per calendar day for each day the Project is not finally complete after the expiration of the Contract Time for Final Completion.

ARTICLE 9. GENERAL CONDITIONS

9.1 Engineer.

9.1 Any necessary Engineer(s) will be employed by the Contractor and the Engineer's fees and reimbursable expenses for services required hereunder are included in the Contract Amount.

9.2 Modifications.

9.2 A Modification is any of the following:

- .1 A written amendment to the Design Build Contract signed by all parties; or
- .2 A Change Order properly signed by the parties.

9.3 Contract and General Conditions.

9.3 The contract and general conditions for construction of the Project consist of this Contract and the Request for Proposals, Bonds, Insurance Certificates and Plans and Specifications prepared by Contractor ("Contract Documents"). This Contract represents the entire and integrated agreement between the parties hereto for design and construction of the Project and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.4 Work.

9.4 The term "Work" includes, without limitation, furnishing all labor, administrative services and supervision necessary to produce the design and construction required by the Contract and furnishing and installing all materials and equipment incorporated, or to be incorporated in such construction to complete the Project.

9.5 Project.

9.5 The Project refers to all phases of the design and construction, as designed by the Contractor and depicted and described by the Contract Documents, through Final Completion and warranty.

9.6 Execution, Correlation, Intention and Interruption of the Contract Documents.

9.6.1 By executing the Contract, the Contractor represents and warrants that it has examined closely the site, has familiarized itself with the local conditions under which the Work is to be performed, has correlated all of its observations with the provisions and requirements of the Contract Documents. Where discrepancies in quantities, materials, sizes or other conditions exist between the Plans and Specifications, the Contractor shall accomplish the Work required to carry out the intent of the Contract Documents; however, the Contractor shall not be responsible for discrepancies in pre-existing site conditions that could not be reasonably discovered or anticipated. Should concealed conditions encountered below the surface of the ground or concealed within existing construction be at variance with the conditions indicated by the Contract Documents or differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract then the Contract Amount and/or Contract Time shall be equitably adjusted by Change Order upon claim by Contractor. Contractor shall not be entitled to any such adjustment if the condition should have been discovered by the Contractor during the design phase utilizing investigative techniques normally employed in the design of a project of this nature and scope.

9.6.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include, without limitation, all labor, materials, equipment and other items necessary for the proper execution and completion of the Work. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. In the event that any Contract Document conflicts with or contradicts this Contract, this Contract shall control.

9.6.3 By executing this Contract, the Contractor warrants that it has determined that it can prepare Plans and Specifications which will describe a completely buildable Project which will function to achieve its intended purpose and which can be completed for the Contract Amount. The Contractor shall at once report to City any error, inconsistency or omission it may discover. The Contractor shall be liable to the City for any damage resulting from any such errors, inconsistencies or omissions.

ARTICLE 10. CONTRACTOR

10.1 Compliance with Laws.

10.1 The Contractor agrees to comply fully with all applicable federal, state and local laws, regulations, codes and standards. The Contractor agrees to indemnify and hold harmless City from all claims of whatever nature involving failure of the Contractor, its Engineer, consultants, or any of its Subcontractors to comply with any federal, state or local law, regulation, code or ordinance in connection with this Project.

10.2 Supervision and Construction Procedures.

10.2 The Contractor shall supervise the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.3 Warranty.

10.3.1 The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. Contractor shall guarantee the Work against defective workmanship or materials for a period of 1 year from the date of its final acceptance under the contract, ordinary wear and tear and unusual abuse or neglect excepted. Any omission on the part of City to condemn defective work or materials at the time of construction shall not be deemed an acceptance, and Contractor will be required to correct defective work or materials at any time before final acceptance and within 90 days thereafter.

10.3.2 The warranty provided in this Subparagraph 10.3 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract.

10.4 Taxes.

10.4 The Contractor shall pay all sales, consumer, use, transaction privilege and other taxes required by law arising out of construction or other business activities of the Contractor in connection with the performance of Design Build Contract.

10.5 Cleaning Up.

10.5.1 The Contractor at all times during the progress of the Work shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work it shall remove all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials not specified to be left at the site, and shall clean as or materials as specified, and leave the Work "broom-clean" or its equivalent, except where more stringent cleaning requirements are provided by the Contract Documents.

10.5.2 If the Contractor fails to satisfactorily clean up, City will do so and the cost thereof shall be charged to the Contractor.

10.6 Indemnification.

10.6.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend City, its agents, officers and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Engineer, Consultants, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph.

10.6.2 In claims against any person or entity indemnified under this Subparagraph by an employee of the Contractor, Engineer, consultants, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subparagraph 10.6

shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, Engineer, Consultants, or Subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11. SUBCONTRACTORS

11.1 Definition.

11.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to supply materials or equipment or to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

11.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with the Subcontractor to perform any of the Work at the site, or to supply any materials or equipment to be used in the Project. The term "Sub-subcontractor" is referred to throughout the Contract Documents as singular in number and masculine in gender, and means a Sub-subcontractor or his authorized representative.

11.1.3 Nothing contained in the Contract Documents shall create any contractual, master-servant or principal-agent relationship between the City and the Contractor, Engineer or any Subcontractor or Sub-subcontractor.

11.2 Subcontractual Relations.

11.2.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- .1 Preserve and protect the rights of the City under the Contract Documents with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights.
- .2 Require that such Work be performed in accordance with the requirements of the Contract Documents.

11.3 Payments to Subcontractors.

11.3 City shall not have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be provided by law.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Successors and Assigns.

12.1 The City and the Contractor each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents.

12.2 City's Right to Complete the Work.

12.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Amendment, City, after providing seven days' written notice to the Contractor and his surety, and the opportunity to cure, which cure must commence within said seven day period, and without prejudice to any other remedy City may have, may proceed to make such other necessary and reasonable arrangements to carry out the Work in accordance with the Contract Documents, all at the expense of the Contractor, including City's attorneys' fees and other costs.

12.3 Royalties and Patents.

12.3 The Contractor shall pay all royalties and license fees. Contractor shall defend all suits or claims from infringement of any patent right and shall save City harmless from loss on account thereof, including the City's attorneys' fees and court costs.

12.4 Tests.

12.4.1 Where the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the Contractor shall give City timely notice of its readiness and of the date arranged so City may observe such inspection, testing or approval. All inspections or tests required by the Engineer or the authority having jurisdiction shall be paid for by City.

12.4.2 The Contractor shall be responsible that all equipment and materials used in the construction of the Project, especially those upon which the strength and durability of the structure may depend, shall be subject to adequate inspection and testing in accordance with accepted standards to establish conformity with Specifications, applicable codes and standards and suitability for use intended.

12.5 Assignment

12.5 The Contractor shall not assign its rights under this Contract, in whole or in part, without prior written approval of the City.

12.6 Non-Appropriation

12.6 Notwithstanding any other provision of this Contract, this Contract may be terminated without penalty to the City, if for any reason there are not sufficient appropriate and available monies for the purpose of maintaining City or other public entity obligations under this Contract. In the event of termination for non-appropriation, the City shall have no further obligation to Contractor, other than to pay for services rendered prior to termination.

12.7 Third Party Beneficiaries

12.7 No other parties are intended to be direct or incidental beneficiaries of this Contract and no other third party shall have any right in, under or to this Contract.

12.8 Severability

12.8 In the event any provision in this contract is held invalid by any court of competent jurisdiction, the remaining provisions in this Contract shall be deemed severable and shall remain in full force and effect.

12.9 Notices

12.9 All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

City of Page
697 Vista Avenue
P.O. Box 1180
Page, Arizona 86040

Contractor:
American Ramp Company
601 S. McKinley Ave
Joplin MO 64801

ARTICLE 13. TIME

13.1 Contract Time, Liquidated Damages and Related Provisions.

13.1.1 It is understood and agreed that the construction of the Work under the Contract Documents shall be commenced on the date stated in the Notice to Proceed issued by the City or the date of this Contract if no Notice to Proceed is issued, and shall be completed by the Contractor within the time specified in Article 1 herein (the "Finish Date"). The date of beginning, rate of progress, and time for completion are essential conditions of the Contract, and the Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the Contract Time specified. It is expressly agreed that the Contract Time is reasonable.

13.1.2 If the Final Completion Date occurs after the expiration of the Contract Time, the Contractor shall pay City the appropriate sum specified in Subparagraph 8.2 herein as liquidated damages for each calendar day the Work remains incomplete after expiration of the Contract Time. These amounts are agreed upon because of the impracticability and extreme difficulty of ascertaining the actual damages City would sustain. Said amounts may be retained by City from final payment due the Contractor, provided the Contractor does not waive any rights or claims against such amounts withheld should there be a dispute.

13.1.3 The Final Completion Date is the calendar date when all items of the Work is one hundred percent (100%) finished.

13.2 Delays and Extensions of Time.

13.2 All claims for extension of time shall be made in writing to City. The notice of claim must be submitted no more than twenty (20) days after the occurrence of the delay and a detailed claim including a breakdown of all known costs involved shall be submitted no more than twenty (20) days after the occurrence; otherwise, such claim shall be waived. In the case of a continuing cause of delay, only one claim is necessary, although the Contractor shall promptly notify City in writing of the date of the termination of the continuing cause of delay.

ARTICLE 14. PAYMENTS AND COMPLETION

14.1 Progress Payments.

14.1.1 The Contractor shall submit to City an itemized application for payment supported by such data substantiating the Contractor's right to payment as City may require. The Contractor shall also submit a release of claim and lien waiver covering all work performed to date, including the work of each Subcontractor, laborer and material supplier. If lien waivers from all subcontractors, materials or equipment suppliers do not equal the aggregate sum of the previous progress payment, the Contractor shall submit the following statement along with the current progress payment request: "I hereby certify as General Contractor on this Project that I have paid all subcontractors, materials or equipment suppliers for the Work provided in conjunction with this Project for which I have previously received payment."

14.1.2 Payments shall be based on the work actually performed during the preceding calendar month.

14.1.3 The Contractor warrants and guarantees that title for all work, materials and equipment covered by an Application for Payment shall pass to City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first and that such work, materials and equipment shall be free and clear of all liens, claims, security interests or encumbrances, except for claims arising out of City's failure to pay as required herein.

14.2 Approvals for Payment.

14.4.2 The City shall make a payment to the Contractor on the basis of the value of the Work actually performed during the preceding calendar month less the amount of retention. Such payments shall be made within twenty-one (21) days after receipt of application for payment.

14.4.4 The City shall retain ten percent (10%) of the amount of each application for payment as insurance of proper performance of the Contract. Once the Work is fifty percent (50%) complete, one-half of the retention then held shall be paid to the Contractor provided the Contractor is making satisfactory progress and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty percent (50%) complete, five percent (5%) of the amount of each subsequent application for payment shall be retained providing the Contractor is making satisfactory progress on the Project. If at any time the City determines that the Contractor is not making satisfactory progress, then the City may retain ten percent (10%) of all subsequent applications for payment.

14.4.5 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

14.3 Payments Withheld.

14.3.1 The City may decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion because of

- .1 defective work not remedied,
- .2 claims filed or reasonable evidence indicating probable filing of claims,
- .3 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount,
- .4 damage to another contractor,
- .5 reasonable indication that the Work will not be completed within the Contract Time, or
- .6 failure to carry out the Work in accordance with the Contract Documents.

14.3.2 When the grounds in Subparagraph 14.3.1 are removed, or in the case of 14.3.1.3, when the City is satisfied that the Contractor will complete the Project at the agreed-upon price, payment shall be made for amounts withheld because of them.

14.3.3 If the Contractor is not paid within fourteen (14) days after any amount is approved for payment and has become due and payable, then the Contractor may, upon seven additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Construction Amount shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up.

14.4 Substantial Completion and Final Payment.

14.4.1 When the Contractor determines that the Work or a designated portion thereof acceptable to the City is substantially complete, the City shall prepare for submission to the Contractor one punch list of items to be completed or corrected on the Project, or designated portion thereof. The punch list shall be the basis for determination of the Date of Final Completion. Any item on such list shall be completed or corrected before the Final Completion Date. The failure to include any items on such punch list does not relieve the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the City, on the basis of an inspection, determines that the Work is substantially complete, it will then prepare a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for his written acceptance.

14.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, the City will promptly make such inspection and, when the City finds (1) the Work in accordance with and acceptable under the Contract Documents, (2) the Work completed under the Contract fully performed and (3) the Final Completion Date has been reached, as that term is defined in Subparagraph 13.1.3, then, and only then, the City shall promptly state in writing that, to the best of his knowledge, information and belief, and on the basis of observations and inspections, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance found to be due the Contractor is payable.

14.4.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

- .1 unsettled claims,
- .2 faulty or defective Work,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any guarantees required by the Contract Documents.

14.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except claims made but not settled.

14.4.5 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting Final Completion, the City shall, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the City prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. If a Change Order extending the time for Substantial Completion is issued within 90 days of the Contract Time specified for Substantial Completion, the Contractor shall be entitled to payment of retention based upon the date of Substantial Completion disregarding the change in Contract Time resulting from the Change Order, providing that all other conditions to the payment of retention have been satisfied. Where retention is paid prior to Final Completion, the City may retain an amount equal to two hundred percent (200%) of the value of the Work that remains incomplete.

ARTICLE 15. PROTECTION OF PERSONS AND PROPERTY

15.1 Safety Precautions and Programs.

15.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work in compliance with all local, state and federal laws and regulations.

15.2 Safety of Persons and Protection of Property.

15.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss, to:

1. all persons engaged in the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

15.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities.

15.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

15.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

15.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

15.3 Emergencies.

15.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provisions of the Contract Documents.

ARTICLE 16. INSURANCE

16.1 Contractor's Insurance.

16.1.1 The Contractor shall procure and shall maintain during the entire life of this Contract the insurance of the kind and amount specified herein. The cost of all such insurance shall be borne by the Contractor. The cost of any deductible associated with any insurance provided hereunder shall be borne by the Contractor.

16.1.2 Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Arizona, possessing a current A.M. Best, Inc. Rating of A- or better. The form of any insurance policies and forms must be acceptable to the City.

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance in regard to City, and any insurance or self-insurance maintained by City shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

Prior to commencing work or services under this Contract, Contractor shall furnish City with Certificates of insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect.

If a policy does expire during the life of this Contract, a renewal certificate must be sent to City fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to City.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name City, its agents, representatives, officers, directors, officials and employees as Additional Insured's. Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims. The Commercial General Liability shall include coverage for the Contractor's operations and products and completed operations.

Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work.

Workers' Compensation

Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, this Contract will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of Contractor.

Errors and Omissions /Professional Liability

Contractor shall maintain Errors and Omissions/Professional Liability Insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Contractor, or any person employed by Contractor, with a limit of not less than \$2,000,000 each claim.

ARTICLE 17. CHANGES IN THE WORK AND CLAIMS

17.1 Change Orders.

17.1.1 A Change Order is a written amendment to the Contract signed by City and the Contractor, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Amount or the Contract Time. The Contract Amount and the Contract Time may be changed only by Change Order.

17.1.2 The cost or credit, as the case may be, to City resulting from a change in the Work shall be determined in one or more of the following ways as mutually agreed:

- .1 by mutual acceptance of a lump sum properly itemized in a form acceptable to City;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 by actual cost and a mutually acceptable fixed or percentage fee covering overhead and profit.

ARTICLE 18. UNCOVERING AND CORRECTION OF WORK

18.1 Uncovering of Work.

18.1.1 If any Work should be covered contrary to the request of City, it must, if required in writing by City, be uncovered for his observation and replaced all at the Contractor's expense.

18.2 Correction of Work.

18.2.1 The Contractor shall promptly correct all Work rejected by City as defective or as failing to conform to the Contract Documents whether observed before or after Final Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of City's consultants, additional services made necessary thereby.

18.3 Acceptance of Defective or Non-Conforming Work.

18.3 If City prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 19. REQUIRED PROVISIONS

19.1.1 Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and subcontractors and warrants its compliance with A.R.S. § 41-4401 including the E-verify program. A breach of this section shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. City retains the legal right to inspect the papers

of Contractor or any subcontractor employee who works on the Contract to ensure compliance with this provision.

19.1.2 Pursuant to A.R.S. § 35-393 et seq., Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel.

19.1.3 Pursuant to A.R.S. §35-394, incorporated herein by reference, Contractor certifies that it does not currently, and agrees for the duration of the Contract that it will not, use:

.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

ARTICLE 20. AUTHORITY TO CONTRACT

20.1 Contractor warrants its right and power to enter into this Contract and warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the Contractor.

ARTICLE 21. FULL AND COMPLETE PERFORMANCE

21.1 The failure of either party to insist at any time on the full and complete performance of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of the sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE 22. CANCELLATION FOR CONFLICT OF INTEREST

22.1 This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of this Contract by reference.

ARTICLE 23. OWNERSHIP OF DOCUMENTS

23.1.1 All information, data, studies, reports, plans and specifications prepared or obtained by the Contractor for the purpose of performing services under this Contract, shall become the property of City. Further, it is expressly understood that the City has exclusive control of all information developed during design and construction.

23.1.2 Contractor and City in entering into this Contract have relied upon information provided in RFP and on information provided in the Contractor's proposal/bid in response to said RFP. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Subsequent to submitting its Response to the RFP,

Contractor has made a thorough and complete investigation of the Project site and all information furnished by City and does not rely upon any information furnished by City in entering into this Contract but rather is relying upon its own investigation and due diligence.

ARTICLE 24. ORDER OF PRECEDENCE

24.1 In the event of a conflict or inconsistency between or among the documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:

1. This Contract
2. RFP Documents
3. Bonds
- 3 Insurance Certificates
4. Specifications
5. Plans and Drawings
6. Standard Details

ARTICLE 25. ENTIRE AGREEMENT

25.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties. Furthermore, this Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against, the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this Contract.

ARTICLE 26. PROVISIONS REQUIRED BY LAW

26.1 Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

City:

By: _____

Printed Name:

Its:

Date: _____

Approved as to form:

City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Its _____

Date: _____

EXHIBIT A
SCOPE OF WORK

**EXHIBIT B
PROJECT SCHEDULE**

Submit 30% Design Documents	_____	, 2026
Submit 60% Design Documents	_____	, 2026
Submit Final Design Documents to City	_____	, 2026
Commence Construction	_____	, 2026
Construction Complete	August 31,	2026



601 S. McKinley Ave.
Joplin, MO 64801

RFP - DESIGN-BUILD BMX BIKE PARK

CITY OF PAGE, AZ

Contents

Cover Letter	4
Project Team	5-9
Project Approach	10-13
Design – Pump Track Renderings	14-17
Proposed Schedule/Timeline	18-19
Warranty Information	20-21
Firm Experience	22-31
Reference Letters	32-33
Pump Tracks Across the World	34-35

YEAR	LOCATION
2024	Erlangen, Germany WORLD FINAL
2024	Suzhou, China
2024	Montney, Switzerland
2024	Skamou (BC), Canada
2024	Havelock North, New Zealand
2024	Dungog, Australia
2024	Hidovre (Copenhagen) Denmark
2024	Yantai, China
2024	Otrokovic, Czechia
2024	Kolice, Slovakia
2024	Sugarland, TX
2024	Ainsa, Spain
2024	Aigle, Switzerland
2024	Sepheo, Lesotho
2024	Genk, Belgium
2023	Erlangen, Germany WORLD FINAL
2023	LCO Neuquen, Argentina
2023	Mont Saint Anne, Canada
2023	Christchurch, New Zealand
2023	Sugarland, TX
2023	Baldone, Latvia
2023	Heipark Isovice, Czech Republic
2023	France
2023	Isaberg, Sweden
2023	Thal, Switzerland
2023	Shenyang, China
2023	Lisbon, Portugal
2023	Santiago, Chile
2023	Italy
2023	Saint-Laurent de la Salanque, France
2023	Hawick, Scotland
2023	Middelkerke, Belgium
2023	Fussen, Germany
2023	Deqing, China
2023	Paris, TX
2022	Santa Fe (Santiago), Chile WORLD FINAL
2022	Gisborne, New Zealand
2022	Roma, Lesotho

YEAR	LOCATION
2022	Lisbon, Portugal
2022	Heipark Isovice, Czech Republic
2022	Canada
2022	Harstad, Norway
2022	Enghoven, Netherlands
2022	La Neuveville, Switzerland
2022	St. Charles, MO
2022	Berlin, Germany
2022	Are, Sweden
2022	Canada West, Langford
2022	Paris, TX
2022	Edinburgh, UK
2022	Genk, Belgium
2022	Ainsa, Spain
2022	Gaston, NC
2022	Ponte Buglianesse, Italy
2022	Bariloche, Argentina
2021	Lisbon, Portugal WORLD FINAL
2021	Edinburgh, Scotland
2021	Harstad, Norway
2021	Schipheim, Switzerland
2021	Jossefors, Sweden
2021	Eindhoven, Netherlands
2021	Leogang, Austria
2021	Busselt, Belgium
2021	Fukushima, Japan
2021	Berlin, Germany
2021	Orivesi, Finland
2021	St. Charles, MO
2021	Kazan, Russia
2021	Gambetola, Italy
2021	Beijing, China
2021	Paris, TX
2021	Genk, Belgium
2021	Mt Gambier, Australia
2021	Springdale, AR
2021	Gaston, NC
2021	Deqing, China

YEAR	LOCATION
2021	Durban, South Africa
2021	Cambridge, New Zealand
2021	Bariloche, Argentina
2020	Leogang, Austria WORLD FINAL
2020	Lisbon, Portugese
2020	Biberach, Germany
2020	Cambridge, New Zealand
2020	Roma, Latvia
2020	Harstad, Norway
2020	Gaston, NC
2020	Roosendaal, Netherlands
2020	Alytus, Lithuania
2020	Urbidge, Ontario, Canada
2020	Kazan, Russia
2020	Jarvis, Scandinavia
2020	Schipheim, Switzerland
2020	Nainimo, Canada
2020	Gambetola, Italy
2020	Genk, Belgium
2020	Ensenada, Chile
2020	Chilboches, Spain
2020	Springdale, AR
2020	Deqing, China
2020	Lyon, France
2020	New Zealand
2020	Fujairah, UAE
2020	Lumela, Lesotho
2020	Mount Gambier, Australia
2020	Bariloche, Argentina
2019	Koniz-Oberried, Switzerland (Bern) 1ST UCI RED BULL WORLDS
2019	Lyon, France
2019	Russia
2019	Glasgow, UK
2019	Leogang, Austria
2019	Roosendaal, Netherlands
2019	Fujairah, UAE
2019	Gaston, NC
2019	Pretoria, South Africa





December 19th 2022 - Velosolutions and UCI

Dear Sir or Madam,

Velosolutions has partnered with the Union Cycliste Internationale (UCI) to bring you the UCI Pump Track World Championships.

All Qualifier Events and the World Championship must be held exclusively on Velosolutions asphalt pump tracks. Velosolutions was selected as the sole designer and builder of host tracks due to the extensive history of over 500 successful asphalt pump tracks across the world.

Only owners of a Velosolutions pump track have the opportunity to apply for an official Qualifier Event or the World Final of the UCI Pump Track World Championships.

You can find the official announcement about the partnership between UCI and Velosolutions in the enclosed press release.

Kind regards,

A handwritten signature in black ink, appearing to read 'Christoph Müller'.

Christoph Müller
Managing Director

We believe that communities need challenging and safe places to gather and recreate. Our Passion is rooted in action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.

With a passion for skateboarding and a desire to work somewhere that didn't require him wearing a tie, Nathan Bemo founded American Ramp Company (ARC) in 1998. What started out as just a couple of guys in a garage has evolved into an action sports development company with worldwide impact. As an avid skater, Nathan's focus was to design and build innovative skateparks.

To achieve this, Nathan assembled a world-class team consisting of skateboarders, BMXers, mountain bike riders, engineers, landscape architects, and veteran builders. These full-time employees make up our legendary design team.

Today, ARC is truly the leader in the development of action sports facilities for communities large and small. From advocacy, design, and engineering help for a small town to a million-dollar skatepark, our team's passion will pave the way for your custom skatepark.



In 2012, Velosolutions built the world's first asphalt pump track and initiated the growth of the global pump track community. Today, our tracks are loved by beginners and pro athletes because of their unique design that provides fun, progress, and challenge for everyone.

With our long-lasting expertise in the sports industry, we are recognized as the pump track authority by the UCI and other governing bodies.

EXPERIENCE

900 projects around the world enabled us to develop the skill-set to design the most exciting, challenging yet safe tracks for all riders.

INNOVATION

The desire to make our sport accessible to everyone around the world pushes us to further improve the design and construction methods on every project.

SUSTAINABILITY

We believe in green technologies and live by sustainable practices, implanting nature in the core of our value proposition.

PASSION

Our experienced team of sports enthusiasts knows exactly how to combine the needs of our clients with the sophisticated expectations of the riders.

Cover Letter

Greetings from American Ramp Company (ARC)

I wanted to thank you for the opportunity to work together on this project.

As the only company who has both designed and constructed multiple hard surface pump tracks in the state of Arizona and more than a hundred asphalt pump tracks in the US, our team has the expertise required to properly design and build out your new space. As outlined below, you can be confident that ARC is the best fit for your project.

Established Industry Experts – Since 1998, ARC has partnered with communities around the world to complete thousands of bike park and skatepark designs and builds. We have a contractor's license in the state and are members of the Professional Trail Builders Association (PTBA). As bikers ourselves, we understand the importance of quality design and construction throughout every step of a pump track project. Additionally, our company designs and constructs all build methods of tracks (asphalt, dirt, concrete, etc.) This allows our team to better factor proper flow and riding styles, radii and speed. Our crews rip and will test ride as they build so everything is dialed in, exactly how it should be.

Our team is also the only company selected to design and build pump tracks sanctioned by UCI (Union Cycliste Internationale) for their national and international competition circuit. Parameters of which you can meet with this project would allow you to host racing events on your track, setting up the track as not just a passive use destination but a spectator sporting event that brings visitors into your community.

Innovative and Progressive Designs – As the action sports industry leader, we are constantly looking for ways to innovate and push the industry forward. We were the first company to combine skateparks and pump tracks, have worked with adaptive use riders to design adaptive bike and skate features, and our team completed the first pump track designed for adaptive use.

We also pride ourselves on creating spaces for everyone from a 2-year-old on their first bike or scooter to a professional BMX rider to the 80-year-old on roller skates.

Construction Driven Approach – As a full-service design and build company, ARC designs bike parks with construction in mind. With this firsthand construction knowledge, we have a unique understanding of how the park should be developed. This, coupled with our Trimble drone technology used during the design phase, ensures our team is considering all the variables that could lead to project delays during construction. Furthermore, this knowledge gives us a true understanding of project costs, resulting in an accurate estimate.

In this proposal, you will find a description of our firm's qualifications, and references showcasing our ability to design a custom park with reflects your priorities. Thank you for considering our team as the designer and build of this facility. We hope to partner with you to provide an iconic asphalt pump track facility in Page.

Regards,



Blake Robinson
Action Sports Development
blake@americanrampcompany.com
417-206-6816



Proud Member:



2021. To top it off, when they were done it looked like this track had been in place for years. It perfectly fits the aesthetic of the park.

While we were confident in our product and the process, we didn't really know we had a home run until opening day. Opening day, we saw hundreds of people come out in a light rain to enjoy the track. We had people from over 3 hours away to try out this new Velosolutions track. For me, this was the first time I had witness as many kids on bikes in one place. It was exciting to see. We also realized that this track wasn't just for kids, but we had many adults out. Ages 3 -71 were represented on the track.

Since the opening, the track is consistently busy. Even as I write this now in late December, the track is in constant use. We are looking forward to begin the process of trying to get a Red Bull tournament/qualifier to continue to bring in tourism revenue and excitement to the county.

In closing, if you are looking for a quality product made by exceptional people you cannot go wrong with American Ramp Company. Feel free to contact me should you have any additional questions about our experience.

Warm Regards,

Scottie P Powell
Commissioner
Scioto County Ohio
740-802-0046



12/23/2021

For the past couple years Scioto County Ohio has been looking into expanding the recreational offerings at our largest park, Earl Thomas Conley Park, in West Portsmouth, Ohio. Due to the emerging interest in mountain biking and other outdoor activities we, the Scioto County Commissioners, began researching Pump Tracks. This idea was brought to us from the local mountain biking association, SOMBA (Southern Ohio Mountain Biking Association).

While none of the commissioners are biking enthusiasts, we did immediately recognize the benefits to a pump track. It provided our residents and children more activity, and once it was completed it was relatively easy to maintain. What we didn't realize is that we set our sights too low. Initially, the idea of a pump track was just an opportunity for added recreation for the county. During the bidding process we realized that a high quality track brings many more advantages with it.

In the beginning research phase, we spoke to local builders who priced a track between \$50,000 - \$75,000. Once we put the project out for bid, we received the bid from a local company and then to our surprise a company out of Joplin, Missouri, The American Ramp Company. Immediately the difference in quality was drastically different. Just from the bid document we could tell that American Ramp Company are the experts in this space, however they were more expensive. So doing our due diligence, we asked the low bidder for references which they were unable to provide. Looking back, this was a blessing.

Our entire engagement with American Ramp Company was top notch. They shared with us their experience of what these tracks really do to a local market. We quickly realized we were not just looking at a county level project, but rather a regional and even statewide attraction. From aiming our sights low to having "just a pump track", we shifted our entire plan to have the first Red Bull Certified Track in the State of Ohio. This is a designation we could only get with American Ramp Company. Their precision and expertise gives them the ability to build competition grade, certified tracks. Did this cost more, of course it did. However, we are already seeing this addition pay a huge ROI in tourism activity and local usage. We even have a new bike business opening up in the county to meet service and sales needs.

While the sales and development process were world class, American Ramp Company really shines when they are on-site and building the track. Not only are their builders' experts in their fields, but they are also competitors in the pump track circuit. This means they know how the track should ride, feel, and flow. This level of expertise shows in the finished product. From start to finish, our build team started October 2, 2021 and we were able to have our ribbon cutting/grand opening October 30,

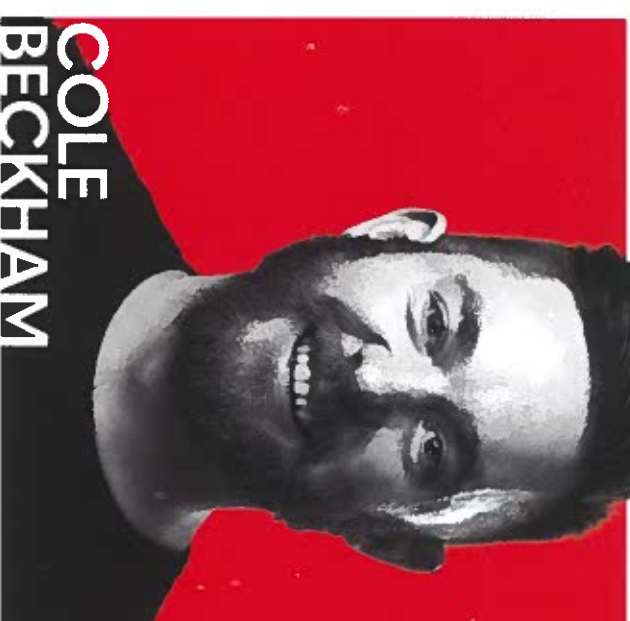


CEO

Focused on the development of spaces that get more people excited about action sports, John has led the creative direction of countless project and product launches. Over the years John has contributed to publications and been a speaker at recreation conferences throughout the country. His development of the Bicycle Playground concept has led to the creation of a new type of facility that acts as an easy first step for any community looking to invest in cycling infrastructure.

Relevant Experience

- Avid Mountain Biker since 2009
- Over 15 years of experience developing parks & recreation infrastructure
- Actively working with Strider Sports to launch bike programs for public schools
- Helped develop hundreds of skate and bike park projects around the world
- Shaping the next generation of bikers by establishing Bicycle Playgrounds
- All Kids Bike Supporter



VICE PRESIDENT OF DESIGN

Cole Beckham is VP of Design at American Ramp Company, where he leads multidisciplinary teams of civil engineers, landscape architects, and design professionals in the planning and delivery of some of the largest and most impactful action sports parks in the country. Combining deep technical understanding with firsthand riding experience, Cole bridges the gap between constructibility, performance, and user experience. A lifelong rider and community trail advocate, he approaches every project as if it were the city he lives in - focused on long-term value, inclusive access, and delivering the best possible product. His mission is to positively impact as many communities as possible by getting more kids outdoors and ensuring durable, safe, and inspiring spaces built to last.

Relevant Experience

- Degree in Computer Science - Northeastern Oklahoma
- Community bike advocate
- Enduro racer
- BMX rider

Notable Projects

- Cliffs Bike Park - Cleveland, OH
- Dayton Bike Yard - Dayton, OH
- Berthoud Bike Park - Berthoud, CO
- Centennial Park Bike Park - West Valley City, UT
- San Clemente Pump Track - San Clemente, CA
- Moreno Valley, CA
- Chico Bike Park - Chico, CA
- Oceanside, CA



Project Team



CLAUDIO CALUORI
LEAD BIKE DESIGNER & PRO RIDER

Claudio Caluori founded Velosolutions because cycling in any form has always been a big part of his life. The sport has taken Claudio to many places around the world, both as a professional racer and a track builder. He has learned many life lessons along the way and has experienced first-hand how pump tracks positively change lives for every community in which Velosolutions works. From Roma in Lesotho through Aranyaprathet in Thailand, all the way to Zurich and New York City— Claudio has seen pump tracks bring people into sports and bring people together.

Relevant Experience

- Seven-time Swiss National Champion
- Former World Cup Racer
- Owner of Gstaad-Scott mountain bike racing team
- Decades of experience in the cycling industry
- Responsible for over 100 Velosolutions pump tracks around the world with their exclusive asphalt technique
- Announcer for Red Bull Crashed Ice and Mountain Bike World Cup Series

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT



TRENT WALTERS
DIR. CONTINUOUS IMPROVEMENTS

Trent combines his 28+ year passion for mountain biking with a mechanical engineering background from Purdue University to help develop exceptional bike parks. As Director of Continuous Improvement, he leverages 23 years of experience in construction technology & product design to analyze and optimize every stage of bike park development. Trent is a strong advocate for the rider's experience, championing process improvements that ensure both feature standardization for consistency and best practices for new custom builds. His dedication to the sport extends to community leadership, including 6 years on the Miami Valley Mountain Bike Association (MVMBA) board and 4 years as a liaison for the Ohio Mountain Bike Alliance (OMBA).

Relevant Experience

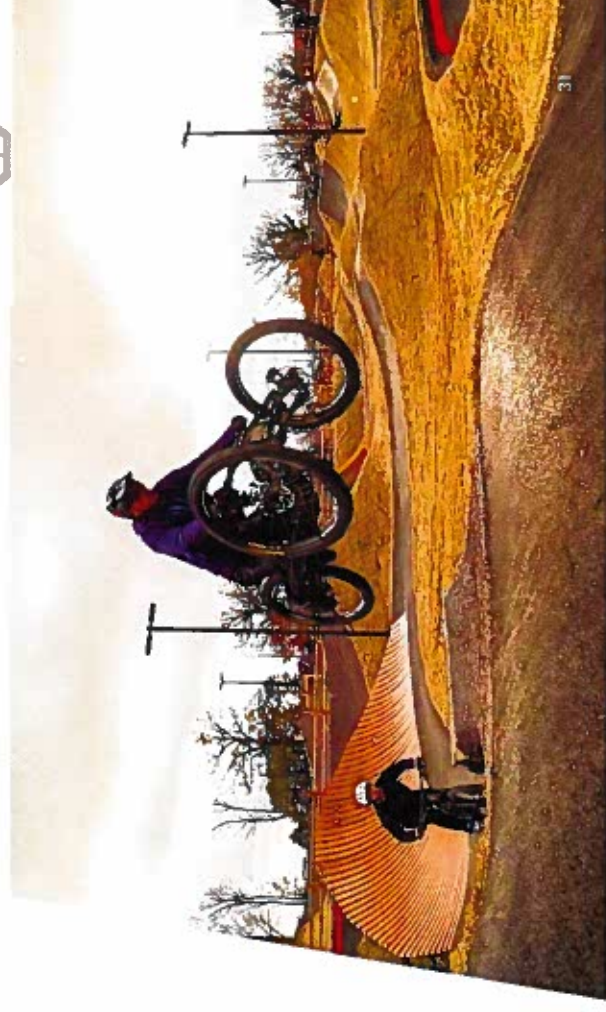
- 28 years Mountain biker
- 23 years Construction Technology & Product Design
- 6 years Board Member, Miami Valley Mountain Bike Association
- 4 years Club Liaison, Ohio Mountain Bike Alliance
- Dirthana 3 Construction & Video Shoot

Notable Projects

- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud, CO
- Arvada Bike Park Design, Arvada CO
- Cone Park Bike Park, Sioux City IA
- Flight Deck Bike Park, Moreno Valley, CA
- Chico Bike Park, Chico, CA
- Moreno Valley, CA



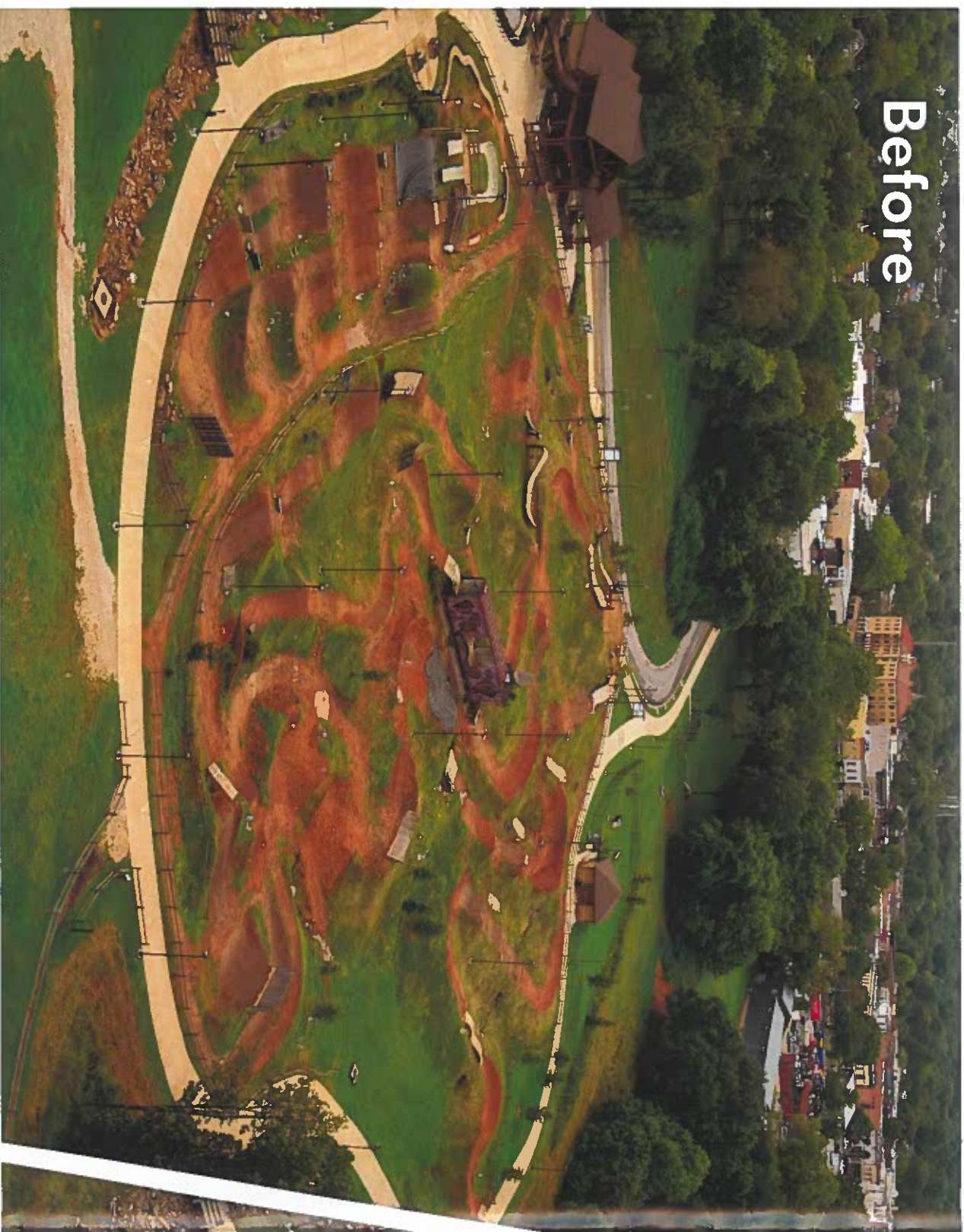
After



Contact:

David Hook
Facilities Development Manager
City of Rogers
dhook@rogersar.gov
497-246-8385

Before



RAILYARD BIKE PARK ROGERS, AR

The Railyard Bike Park is a nationally recognized municipal bike facility in the heart of the NW Arkansas bike scene. Originally designed with a mixture of soft surface trail and our PBR sustainable bike features, the park was abundantly loved but rarely open due to frequent rain and drainage issues. In 2020 the city of Rogers contracted with ARC to convert the park from soft surface to an entirely paved asphalt bike park, transforming this vastly popular facility into the iconic “bucket list” park that you see today. Within the bike park you can find amenities for all styles and skill levels including a bicycle playground, a progressive jump line, and 4 progressive flow lines, all ready to ride, rain or shine.



MEGAN BRADLEFY

LANDSCAPE & BIKE PARK DESIGNER

Megan brings a unique collection of experience and knowledge to our team. She is a National Champion Mountain Biker with a degree in Landscape Architecture and California resident. Megan will be a critical player in the overall layout and integration of any biking component of this project from both a rider perspective but also as a Landscape Professional. Working with both our professional Skate and Bike consultants and the broader project team, Megan will work to maximize the positive impact this facility brings to the community while minimizing the impact to the environment. Megan is also passionate about creating opportunities to bring more people to mountain biking and helping to diversify the sport.

Relevant Experience

- Champion Mountain Bicyclist since 2014
- Rider since 2008
- Master of Landscape Architecture, Berkeley
- Action sports park designer since 2018
- Female Athlete of the Year: University of California, Berkeley 2016
- Mountain Bike Rider of the Year: Interbike International Bike Expo 2016
- National Champion Cat 1 MX Mountain Biking: Mammoth, CA 2016
- Ornum Champion: WCCC Mountain Bike Series 2014, 2105, 2016, 2017
- Extensive experience in GIS, Rhino, AutoCAD, Photoshop, Illustrator, & InDesign

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT



CHARLES O'DONNELL, PE

CIVIL ENGINEER

Charles is a lifelong skateboarder and registered Civil PE based in San Diego. Since beginning his career with American Ramp Company in 2015, he has contributed to the design and delivery of numerous skateparks, bike parks, and community spaces. His technical expertise, extensive experience, and passion for action sports design make him a valuable member of our team.

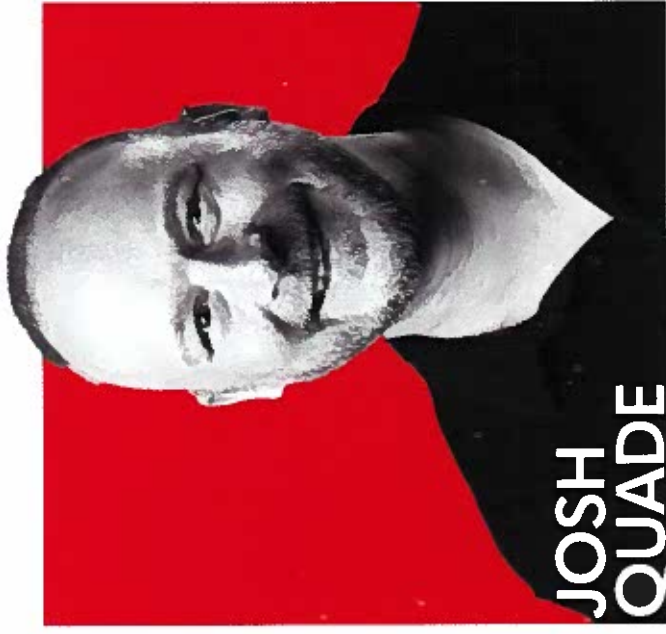
Relevant Experience

- Skateboarder since 2004
- Skatepark designer since 2015
- PE in Civil Engineering
- Street League skatepark designer
- Community outreach
- Award winning projects

Notable Projects

- Linda Vista Skatepark, San Diego, CA
- Rockstar Energy Bike Park, Houston, TX
- Surprise Farms Skatepark, Surprise, AZ
- Pukalani Skatepark, Maui, HI
- Woodward Riviera Maya, MX
- Central City Skatepark, Macon, GA
- Andy Kessler Skatepark, New York, NY

Project Team



**JOSH
QUADE**

DIRECTOR OF INSTALLATION

Josh Quade is a systems extraordinaire construction operations team leader and huge asset to ARC. Alongside managing millions dollars of projects himself, he leads our manufactured product installation and bike park construction teams and processes. Josh has a master's degree in Organizational Leadership.

Relevant Experience

- Action sports construction delivery and project management
- Subcontractor management and team coordination
- Contract management
- Construction scheduling and sequencing
- Construction value engineering
- Team building and leadership



**ROY
SAWYER**

PROJECT MANAGER

Roy's passion for biking began nearly 20 years ago when he picked up his first BMX bike and began building dirt jumps for fun. Since then, Roy has turned his passion into his profession and now leads multiple ARC bike park construction teams all across the country. Roy, a father of two, has a personal interest in creating bike parks the whole family can enjoy and believes all kids should have a safe and dedicated space to bike.

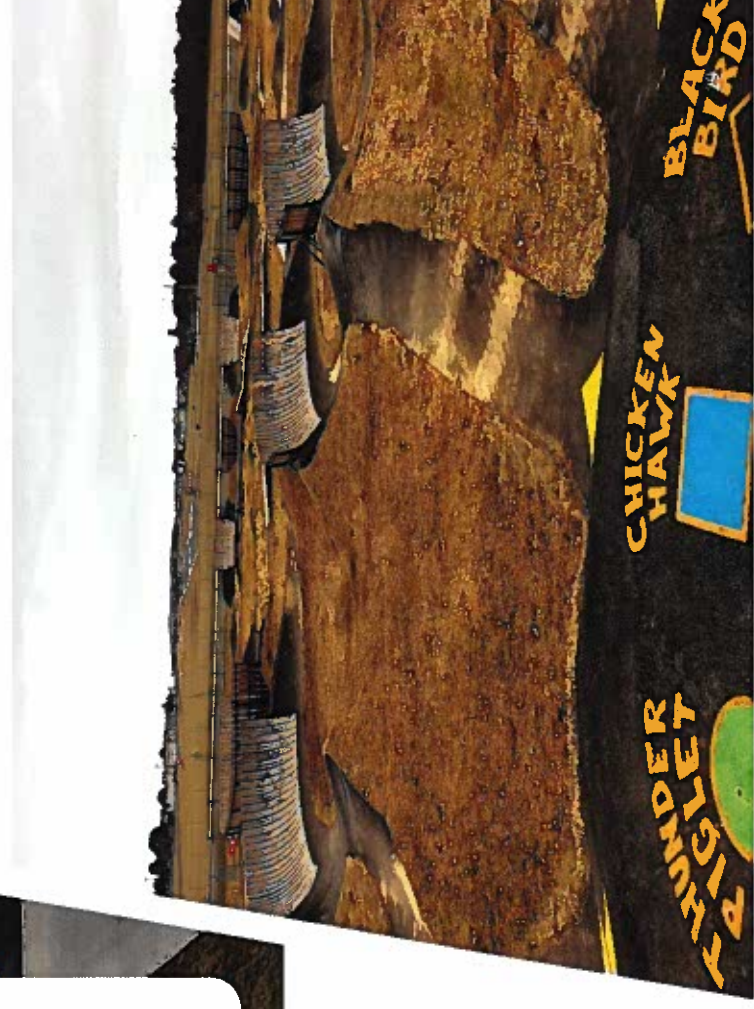
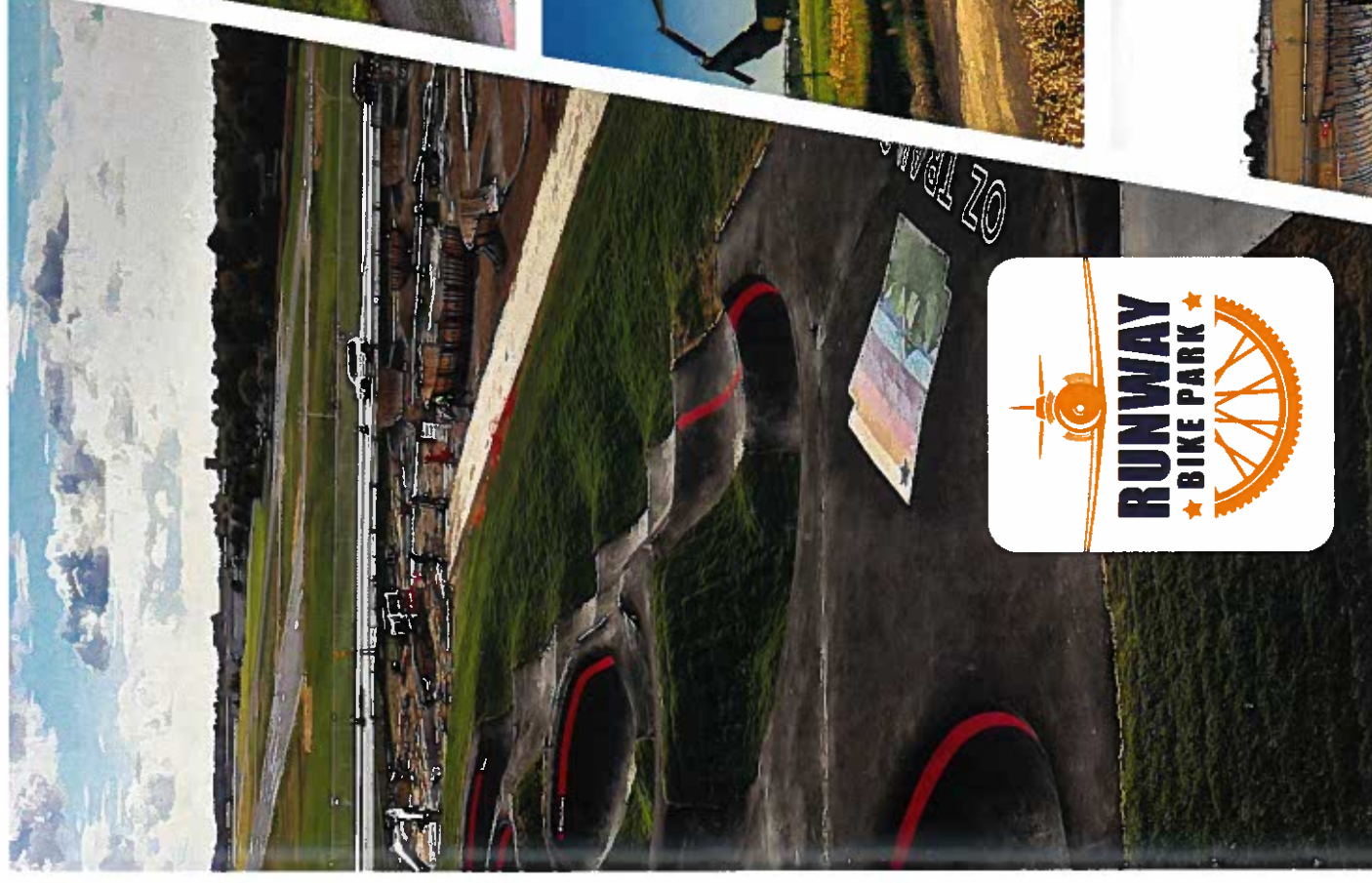
With a background in sales and project development, Roy has a unique understanding of how project progress through all stages of development. Roy not only manages the onsite construction crews, but he is also in constant communication with clients, general contractors, and local community members throughout the duration of the project. Roy has overseen the construction of some of ARC's largest bike parks and is committed to delivering quality parks that are completed on time and on budget.

Relevant Experience

- Studied Logistics at Missouri Southern State University
- Community bike advocate
- Mountain biker
- BMX rider

Notable Projects

- Cone Park - Sioux City, IA
- Base Camp Action Sports Park - Sandy, OR
- Cosmo Bike Park - Columbia, MO
- Momentum Bike Park - Joplin, MO
- Vernal All Wheels Park - Vernal, UT
- Centennial Park Bike Park, West Valley City UT
- Day Ranch Park, Bluffdale UT
- Deleo Sports Park, Corona CA



Scope: Design and Build

Cost: \$800,000

Completed: 2018

Contact:

Quinton Harris
The Jones Center
qharris@jonesnet.org
497756.8090 x2288



RUNWAY BIKE PARK SPRINGDALE, AR

In 2017 ARC's bike-focused brand Progressive Bike Ramps began initial discussions with the Jones Center in Springdale, AR about developing a high profile regional destination bike park. Those talks were the foundation of the Jones Center's Runway Bike Park in Springdale, AR. From the beginning, we had a vision of an experience with rider progression built-in to the design of the space. The 4 acre park includes a bicycle playground, multi-level skill lines, a competition-level Velosolutions Asphalt Pumptrack, and, of course, the iconic Huey helicopter retrofitted as a rideable feature.



ALEX FOWLER
ACTION SPORTS DESIGNER & BUILDER

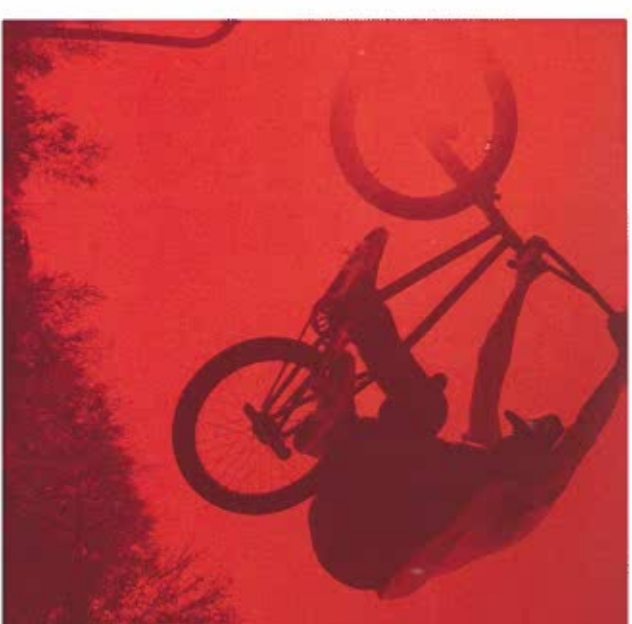
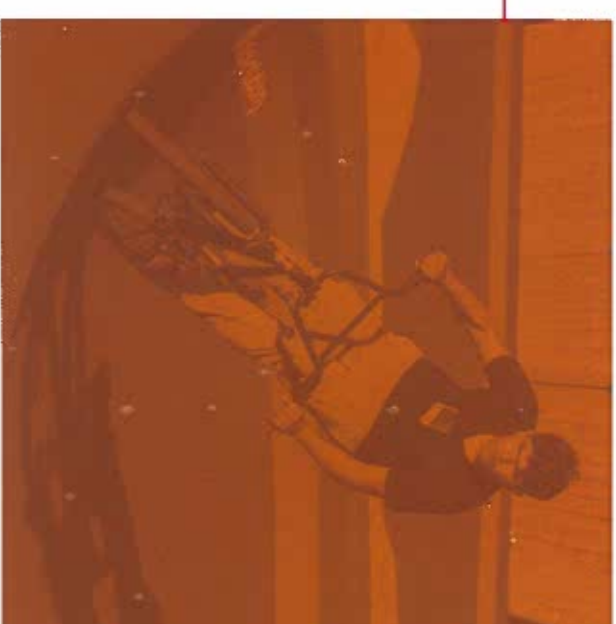
Alex grew up racing and riding bikes. He would later go on to spend a decade traveling the world on the pro BMX race circuit. His goal is to bring cycling closer to every community and he is willing to go to great lengths to ensure that everyone has a safe place to ride locally. Alex graduated from the California State University at Monterey Bay with a Bachelor of Arts degree in Communications & Sport Management. For several years he worked on many of the UCI BMX Supercross tracks, as well as the BMX course used in the Rio 2016, Olympic games.

Relevant Experience

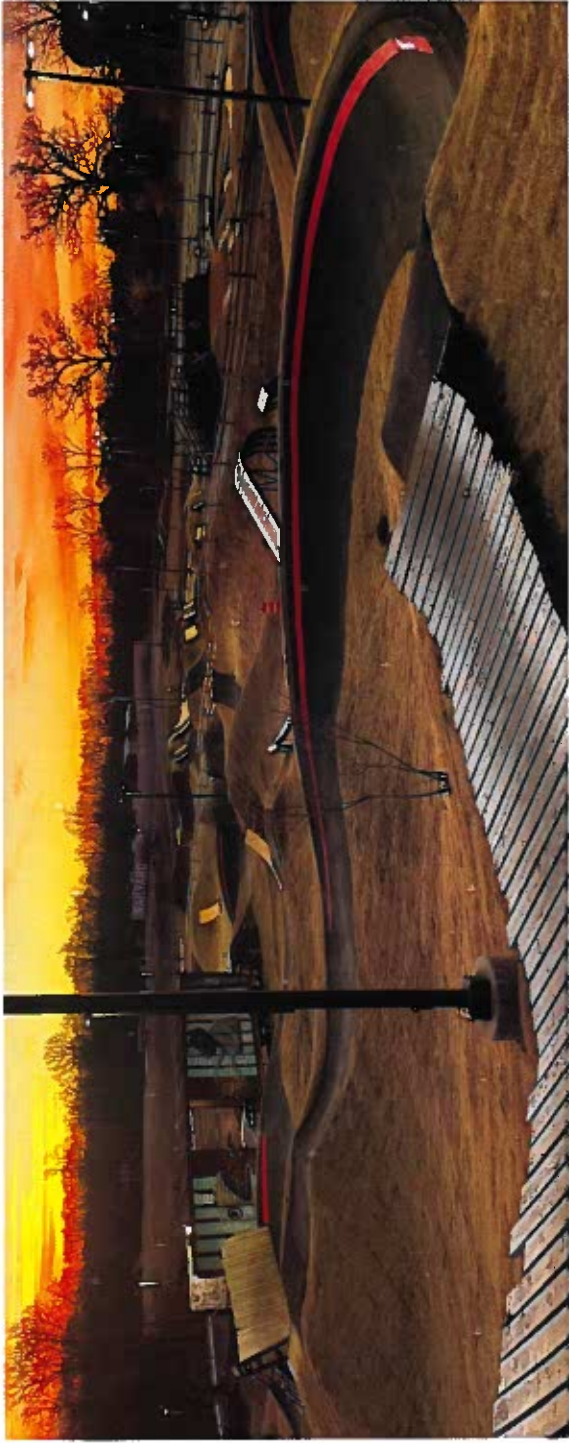
- Professional BMX rider since 2005
- Professional designer & builder since 2010
- Designed & built elite level competition venues, mountain bike parks & pump tracks around the world
- BS Degree in Communications & Sport Management, California State University
- Extensive experience on heavy equipment in building parks & supervising crews

Notable Projects & Partners

- Over +250 projects completed world wide including:
- Rio 2016 Olympic BMX course
- #1 BMX track in the US
- US Olympic training center
- Sea Otter Classic
- Google
- Fox
- Specialized Bicycles



Project Approach



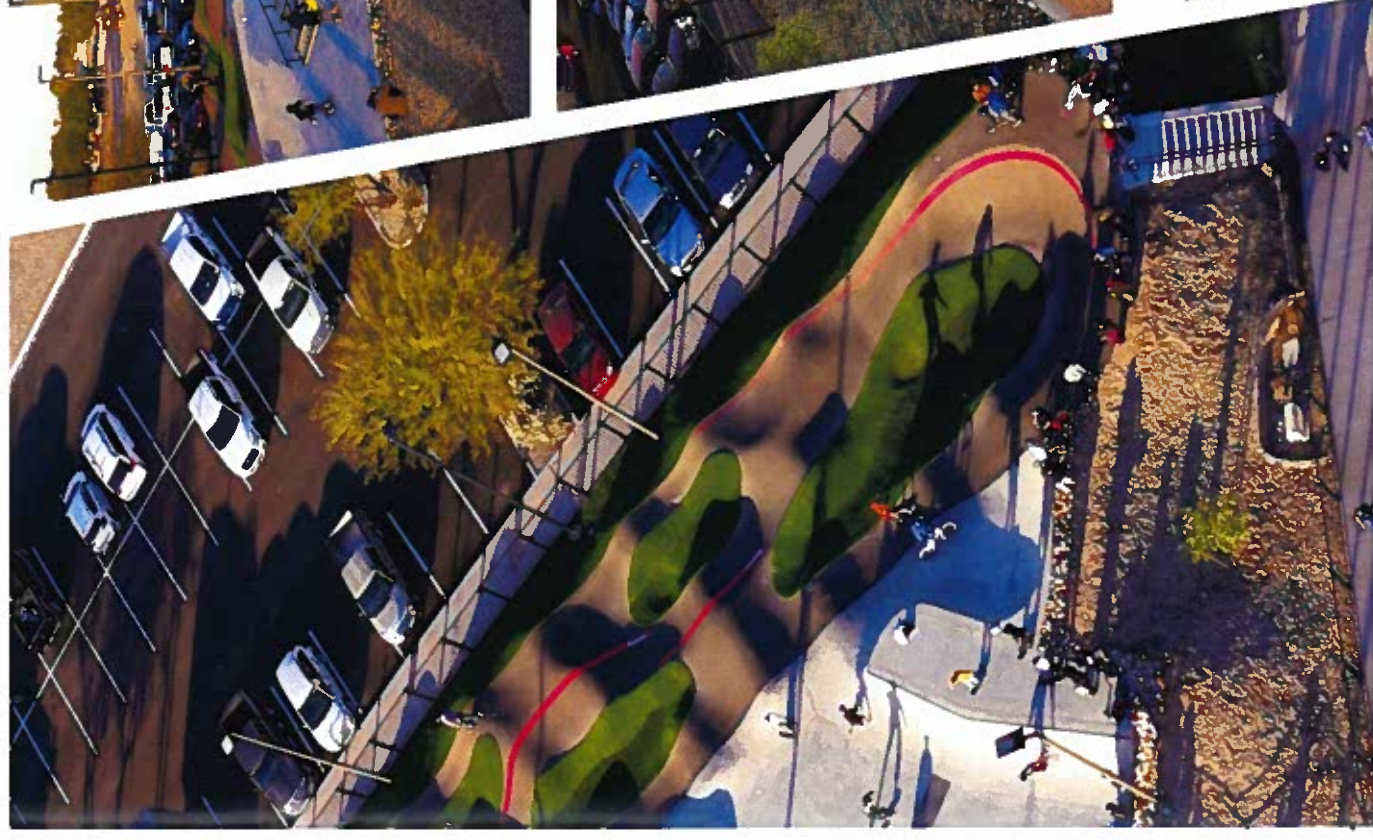
In the following pages, we will outline our approach to developing this facility based on best practices and lessons learned from previous projects. The intent of this section is to serve as a road map for how the BMX pump track will go from a concept to reality; however, we understand that this will be a collaborative approach with the city and community, therefore the approach will be dialed in during our kickoff and strategy sessions.

on project goals, site constraints, community engagement strategies, and will ultimately ensure we are a cohesive team committed to developing this facility. After kicking off the project, our team will begin performing a formal site evaluation. By performing an extensive site evaluation early on we will save money, minimize future revisions, and ensure we are taking all opportunities and constraints into consideration.



SITE REVIEW AND EVALUATION

Upon project award, ARC will schedule a formal kickoff meeting with the city and any additional project partners; this meeting can take place virtually or in person. Based on our experience, this is the most important meeting for the project as it will give our teams a chance to align



Scope: Design and Build

Size: 15,000 sqft

Cost: \$750,000

Completed: 2019

Contact:

Bryan Hughes
Parks & Rec Director
bhughes@avondaleaz.gov
623.333.2416





FESTIVAL FIELDS SKATEPARK AVONDALE, AZ

The Avondale Festival Fields Park project is a 30-acre expansion and renovation of the existing Festival Fields regional park for the City of Avondale. Included in the project is a fishing lake, splash park, skatepark, pump track, play courts, ball fields, multi-use fields, restroom/concessions building, picnic areas, dog park, and custom designed play structures. We were contracted to design and build both the skatepark and pump track. The skatepark features a street/plaza style of course that includes stairs, handrails, and ledges and is connected to a pump track for an added user experience.

We understand that weather conditions are an important factor to consider while developing this park, and we want to work with your weather patterns, not against them. During the site evaluation phase, our team will look at weather trends and analyze wind and sun direction for optimal riding orientation and conditions.

We believe when projects are planned well, they are executed well. While we cannot eliminate every variable that will come up on a project like this, our extensive analysis phase allows us to account for potential issues and eliminate them before they occur.

COMMUNITY ENGAGEMENT

Once we have completed our site analysis and surveys, we will move on to our community engagement sessions. ARC understands that this park needs to serve your local community while also appealing to a regional and even national user group. During the project kickoff, our team will work closely with the city to develop a custom community engagement strategy to ensure all user groups are able to provide input into this park. Below are a few engagement strategies that have been successful on our previous bike park projects.

In-Person Workshops – One of the best ways to connect with your local community is to engage with them face to face. Because our team is made up of passionate bikers and skaters, there is nothing we love more than meeting

with fellow riders and hearing their ideas. For these in-person meetings, our team will set up poster boards with bike park examples and provide attendees with stickers so they can vote on their favorite overall park or individual feature. Within these samples, we will be sure to show a variety of trail features. In addition to these specific features, we will also show all skill level options. Because not everyone who attends these workshops will be bikers, we will also show additional amenities that can be used and enjoyed by anyone. We will rely on the city to determine if these meetings should be open to the public or cater to a focus group (or both).

Online Surveys – One of the simplest and yet most effective engagement option is an online survey. These surveys engage a broader user group and allows those who are unable to attend in-person to still have a say in the park. These surveys are also critical in gathering simple data and facts about your community. The more we know about the age, style of riding, and ability level of the users in the area, the more we can understand the style of riding that needs to be available for them. ARC will create and host the survey on our website and will provide the city with a survey flyer that can be shared within the community. These surveys usually run for a few weeks and remain open during the in-person workshops as well. Once the survey has closed, ARC will put together a formal report for the city with our findings.



Methodology



Focus Group Meetings – As mentioned above, ARC can provide focus group meetings if desired. ARC has hosted these types of meetings in person and virtually but have found virtual is usually the best platform. We would work with the city to customize our presentation based on the group being engaged.

CONCEPTUAL DESIGN

Once our team has completed the site evaluation and community engagement, we have the necessary parameters to produce your bike park concepts. We utilize the images captured from our drone scans of the space to make sure each zone is positioned properly within the site. We will work closely with the city as we begin to outline the bike features and ensure that all features and amenities complement one another.

As the conceptual design phase progresses, the design samples will move from bubble diagrams to more complex top view concepts. Opportunities for feedback and engagement will be an important component during the design phase, and we will work with the city to complete additional outreach as designs are ready to be shared. As we continue to receive feedback from the project team and the

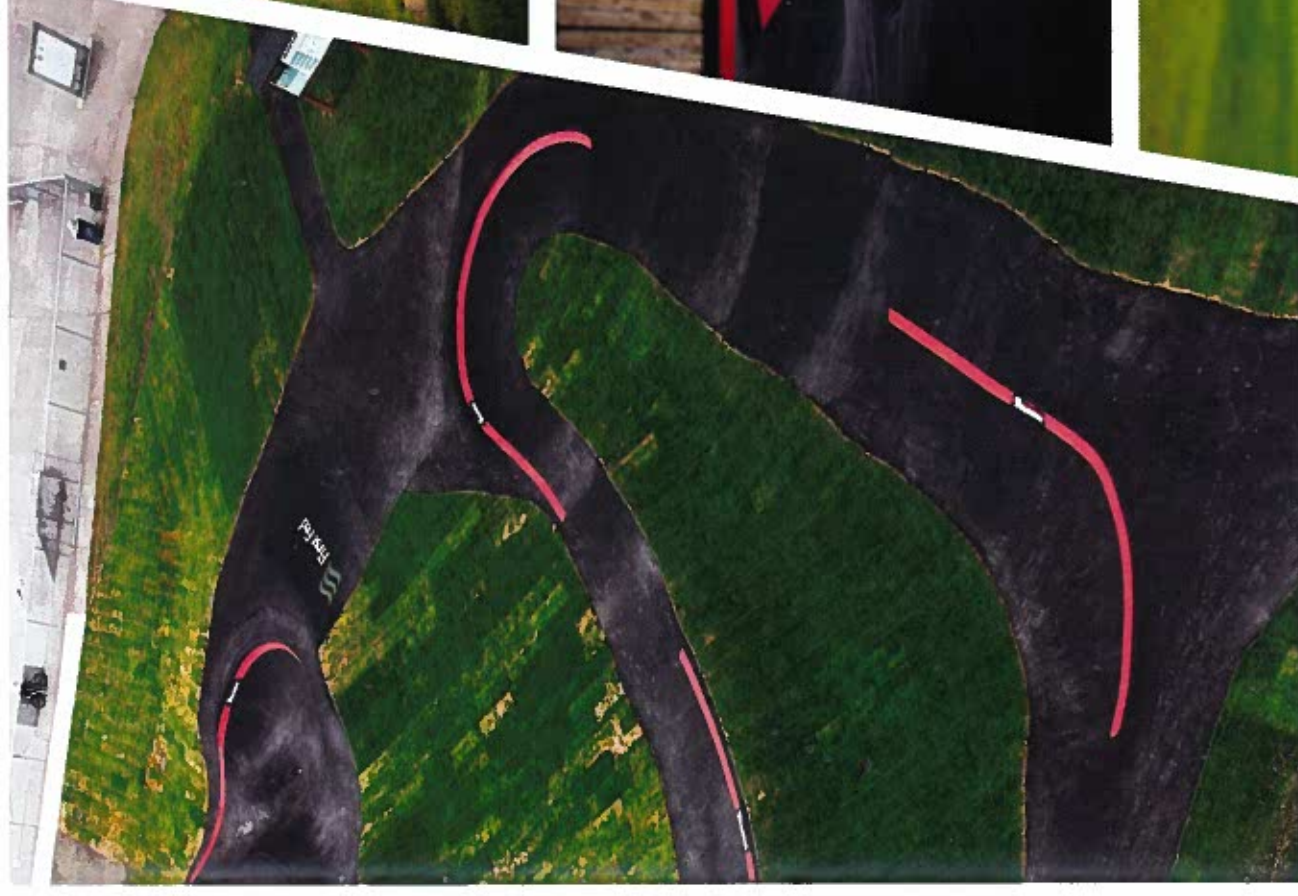
community, the design will go through various revisions and changes.

CONSTRUCTION/ENGINEERED PLANS

In addition to concept designs, ARC also has a team of engineers capable of creating workable construction drawings and specifications for our action sports parks. Upon award, we will work with the city to specify the level of detail required for the construction drawings. Should stamping need to be provided by ARC, we have the capability to provide those services.

TURNKEY CONSTRUCTION SERVICES

Through the various divisions within ARC, we have constructed more than 500 pump tracks and bike park projects ranging from dirt pump tracks to completely hard surface bike parks. ARC is unique in that each of our divisions is made up of experts in their field. For example, our Velosolutions crew has built more than 100 asphalt pump tracks in the county while our Action Sports Construction team has unmatched experience sculpting dirt features. Our Progressive Bike Ramp division manufactures and installs state-of-the-art sustainable bike features that have been included in the most famous bike parks in the country. By tapping into the unique expertise



Scope: Design and Build

Size: 25,000 sqft

Cost: \$700,000

Completed: 2022

Contact:

Tim Tucker

Parks & Recreation Project

Coordinator

TDtucker@cityofpa.us

360.417.4557



PORT ANGELES PUMP TRACK PORT ANGELES, WA

In 2020 the City of Port Angeles and Lincoln Park BMX Association contracted with American Ramp Company for the design of this Velosolutions asphalt pumptrack. During the design phase, the customer requested a separate adaptive use pumptrack in addition to the main track. In the summer of 2022, we finished construction of both pumptracks and worked with the city to create a custom branding package for the park. To date, the Port Angeles pumptrack is the largest Velosolutions pumptrack on the West Coast and includes the first Velosolutions adaptive use pumptrack in North America. The official grand opening hosted hundreds of riders and included special appearances from adaptive use riders Aaron “Wheelz” Fotheringham and Jeremy McGhee, and professional mountain biker Kialani Hines.

within each of our divisions, we are able to assemble the most qualified and experienced group of builders capable of building your park.

Once we move into the construction phase of the project, ARC will host an additional kickoff meeting with the city and the project team. Similar to the initial kickoff, we will use this meeting to set scheduling goals, coordinate work with partners, and develop an overall approach for the construction. As the project progresses through construction, ARC will meet with the city regularly to ensure the project is completed on time and on budget. Furthermore, ARC has multiple project managers that will oversee each specialty crew onsite. Because ARC can provide all of the design and construction services in house, our project managers sit in one office and meet regularly to discuss project updates and address any concerns right away.

PBR SUSTAINABLE BIKE FEATURES

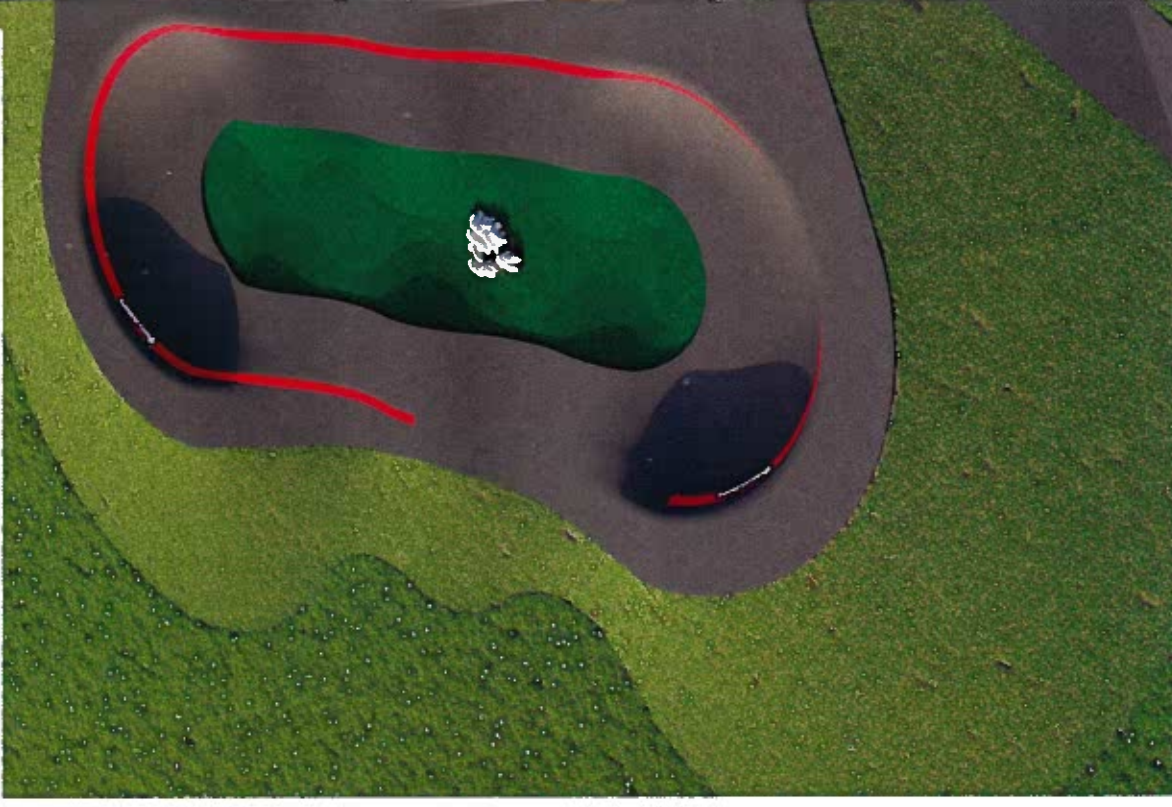
Progressive Bike Ramps (PBR) is our sustainable line of bike features. These products are custom fabricated in our shop and include galvanized steel framework with a cedar plank riding surface. In addition to the premium material used to make these features, the planks are bolted to the framework from the bottom which provides a faster free riding surface. This approach ensures bolts do not come loose and create a hazard or puncture a tire. As shown in our proposal, our PBR features include kickers, berm turns, skinnies, drops, wall rides, and even completely custom pieces. An additional benefit to ARC producing these features in house is we can provide factory direct pricing on these products, again allowing us to maximize your budget wherever we can. For your type of project, we typically consider adding a wall ride to enhance the track and give an added element of difficulty.



Design - Option 1

This design is focused on maximizing the rideable surface for your budget. At a size in the ballpark of 11-12,000 square feet of total footprint, this design will allow for more riders to use the track or in this case tracks at the same time. The main track is also adequately sized to accommodate a sanctioned UCI race series event if desired (something only our Velosolutions tracks can be used for). What I love about this design is that we were able to design in the beginner speed ring. What we have learned over the years of designing and constructing tracks is that the pace of the track is dictated by the pace of the slowest rider. There also tends to be a lack of confidence in younger and more inexperienced riders when there are other more advanced users on the same track. With both tracks in this design, there is space for toddlers to cruise on their strider bikes while professionals to shoot for a lap record simultaneously.

Despite the track taking up the vast majority of the budget, this track could easily have lighting added, as well as bleachers and benches. Typical landscaping options for a track like this would be topsoil and sod but we could also look at stabilized DG so you don't have to worry about maintaining it. The important thing with this design is, again, to focus on maximizing the rideable space.



Scope: Design and Build

Size: 40,000 sqft

Cost: \$750,000

Completed: 2023

Contact:

Javier Andrade

Engineer

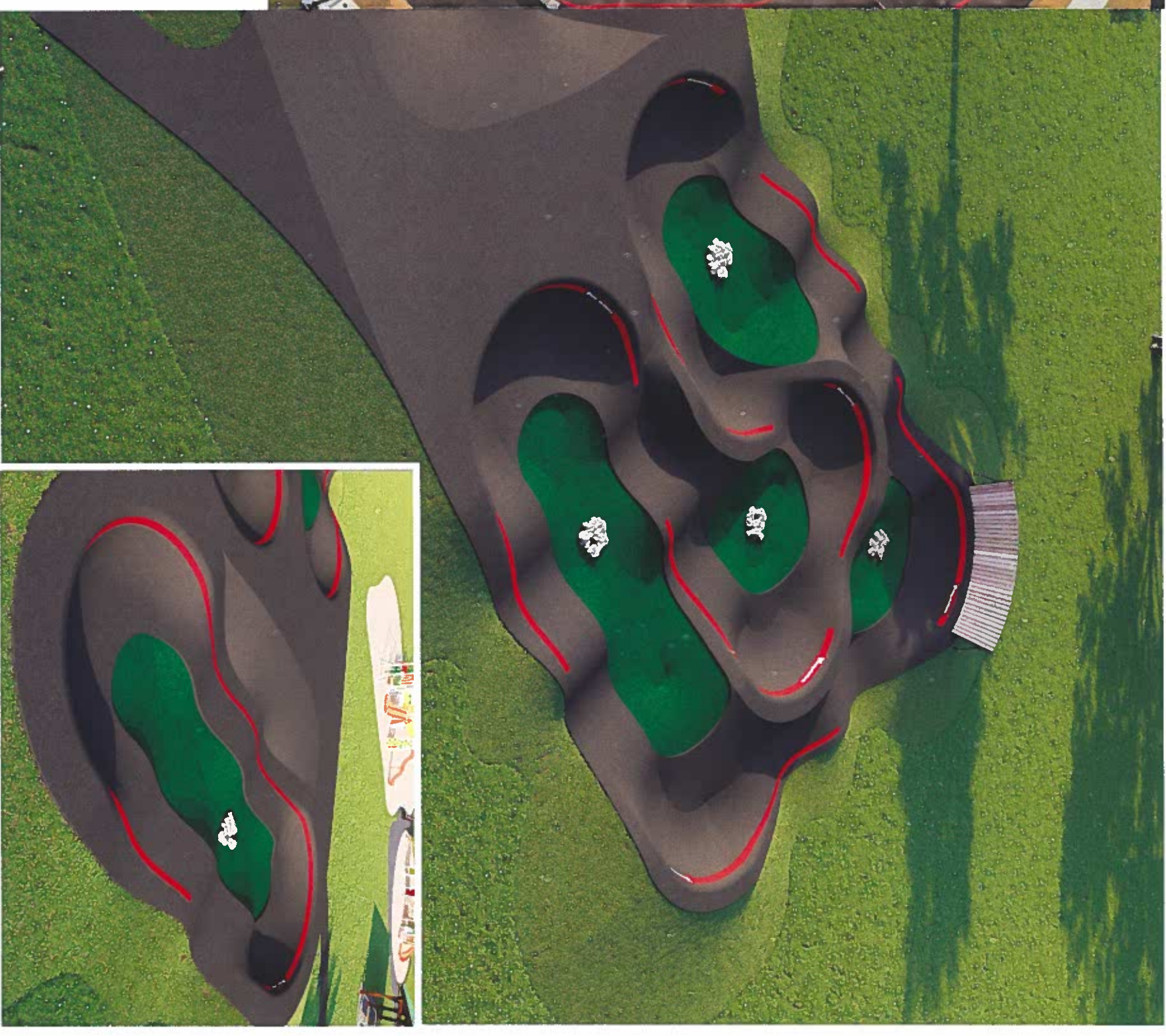
javier@am-engr.com

559.429.4747



THE LOOP PUMP TRACK AT GATEWAY CORCORAN, CA

The city wanted something in their parks system to really put them on the map. They nailed it when they put this massive 40,000 sf pump track in their newest park. This pump track was designed and constructed by our Velosolutions Team as part of a larger park project. We worked with the general contractor A&M to bring this park to life. This track is presently the largest track in the United States and tied for the largest in North America.





Where the previous design focused on the track, this design focused on the overall park space. At a size in the ballpark of 8,000 square feet of total footprint, this design has one main track that is pretty simply designed. Beyond the track though, there is left a larger budget and more space for the surrounding complementary amenities such as the viewing plaza and space along 3 of the sides for bleachers.

PBR WARRANTY

10 YEAR LIMITED ON ALL STEEL RAMP COMPONENTS

* Begins on the date of delivery or when the on-site work is complete, under the condition that the bike park equipment has no defect in material and/or workmanship. Should purchaser believe Progressive Bike Ramps has failed to meet the terms of this warranty, they shall notify Progressive Bike Ramps, and Progressive Bike Ramps shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by Progressive Bike Ramps. Progressive Bike Ramps will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

Progressive Bike Ramps shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

SAFETY

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).



VELOSOLUTIONS WARRANTY

ASPHALT PUMP TRACK: 1 YEAR LIMITED ON ALL ASPHALT SURFACES

Begins on the date of final project delivery or when the on-site work is complete, under the condition that the Velosolutions Asphalt Pump track has no defect in material and/or workmanship. Warranty items covered include:

- Asphalt surface failure due to ineffective subgrade compaction.
- Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY

Asphalt by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said asphalt or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage (not performed by American Ramp Company), stopped up drain, excessive humidity, or motorized vehicular traffic on asphalt surface. Damage caused by premature use of the asphalt surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the Velosolutions Asphalt Pump track unless approved in writing by American Ramp Company.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

Velosolutions Asphalt Pump track surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).



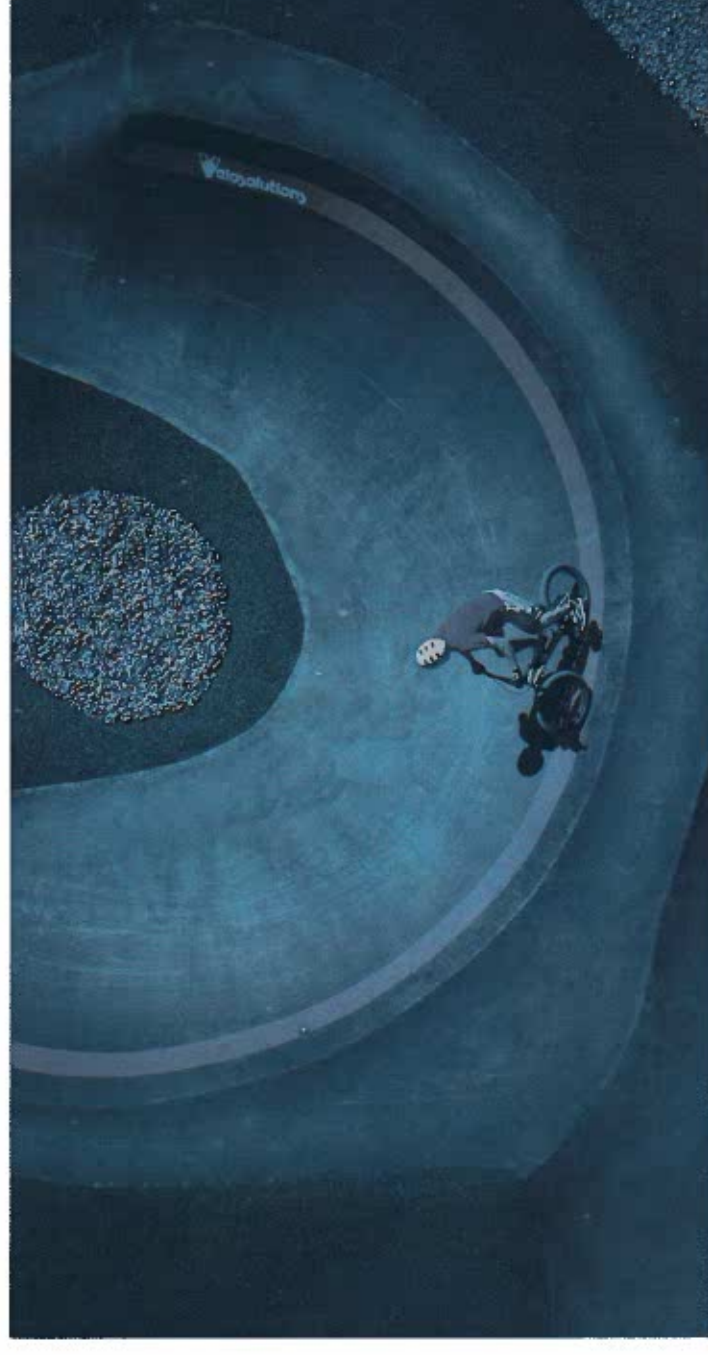
We could also pinpoint locations for lighting if the desire to devote budget to that is there. Amenities not requested in the documents like potential shade, bike parking, a repair station also have opportunities with this design. We will work with your site to configure this optimally through design development.

Proposed Schedule/Timeline

DESIGN PHASE			
Phase / Task	Weeks	Estimated Start	Estimated Completion
Design Phase	15 wks	1/12/26	4/24/26
Site Survey	2 wks	1/12/26	1/23/26
Revise Concept	2 wks	1/26/26	2/6/26
Renderings on Site	2 wks	2/9/26	2/20/26
Design Development	10 wks	2/9/26	4/17/26
Stamp & Seal	1 wk	4/20/26	4/24/26
CONSTRUCTION PHASE			
Phase / Task	Weeks	Estimated Start	Estimated Completion
Construction Phase	10 wks	5/4/26	6/26/26
Mobilization	1 wk	5/4/26	5/8/26
Forming and Drainage	3 wks	5/11/26	5/29/26
Asphalt	3 wks	6/1/26	6/19/26
Site Amenity Install and Landscaping	1 wk	6/22/26	6/26/26

*Subject to change depending on project award date and final design.

*Site amenity install dependent on production timelines.



REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: Airport

Presented by:

Lore Davis-McCluskey , Airport Manager

Brief Title: Request to Terminate Airport Terminal Space Lease by Westwind Air Service

Agenda Section: New Business

Agenda Sub-category: Agenda Item

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Recommend approval of the lease termination

Background:

Westwind Air Service has requested the termination of their lease. The nature of their lease does not allow them to terminate without cause, but the City may terminate the lease with 60 days notice. Westwind currently occupies the gift-shop area of the terminal, which is a frequent area of interest for potential lessees. The Airport feels this area would be relatively easy to lease again and recommends releasing Westwind from their lease as requested.

Alternatives Considered:

N/A

Advisory Board/Commission Action:

N/A

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

None

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Attorney

Presented by:

Josh Smith, City Attorney

Brief Title: POTENTIAL EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.

Request to Amend Existing Purchase Agreement with Trebol Hospitality - Portion of Parcel 80220005A South of 98

Agenda Section: Executive Sessions

Agenda Sub-category: Executive Session

Action: Motion

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Staff direction.

Background:

See attached confidential materials.

Alternatives Considered:

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:

Amount Requested:

Line Item(s):

Budget Impact:

Notes:

Attachments:

- 1. tan arena request

REQUEST FOR COUNCIL ACTION

Request for Council Action:

Meeting Type: Regular Meeting

Meeting Date: February 11, 2026

Department: City Attorney

Presented by:

Josh Smith, City Attorney

Brief Title: POTENTIAL EXECUTIVE SESSION

Pursuant to A.R.S. § 38-431.03 (A)(7) The City Council may vote to go into Executive Session for the purpose of discussions regarding negotiations for the purchase, sale, or lease of real property.

Lease Agreement with CBI for Residential Treatment Facility

Agenda Section: Executive Sessions

Agenda Sub-category: Executive Session

Action: Ordinance

PowerPoint Needed?: No

Request for Council Action

Recommended Action:

Clerk to introduce Ordinance # 749-26

Move to adopt Ordinance # 749-26

Background:

This ordinance and lease agreement is the culmination of the grant process to construct the residential/short term substance abuse facility. Pursuant to the grant, the city is turning over the building to CBI to operate pursuant to the terms of the grant. Because the city still owns the underlying land, the lease grants CBI an option to purchase the land at the end of the grant required operation period (5 years). At that point, CBI can exercise the option to purchase the ground for \$315,000 (adjusted for inflation) and then they will own the facility and ground outright. Although the lease is for \$1 per year, CBI will reimburse the city for approximately \$126,000 in construction overages in monthly installments as outlined in the lease. If CBI never purchases the property, ownership of the improvements will revert back to the city.

Section 32.055 of the City Code allows for the Council to lease property upon conditions that it determines without the need for public notice if the lease is for a public purpose. Because this lease is for a public purpose and the grant requires that CBI operate the facility, the process for this lease has been a little different than our normal process. When leasing or disposing of property under 32.055, the lease must be approved by ordinance.

Alternatives Considered:

None

Advisory Board/Commission Action:

Fiscal Impact:

Fiscal Year:
Amount Requested:
Line Item(s):

Budget Impact:

Notes:

Attachments:

1. ORDINANCE CBI Ground Lease
2. Exhibit 1 - CBI Ground Lease

ORDINANCE NO. 749-26

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, PERTAINING TO THE LEASE OF REAL PROPERTY PURSUANT TO PAGE CITY CODE § 32.055; AND APPROVING THE GROUND LEASE AGREEMENT.

WHEREAS, Section 32.055, Page City Code, provides that the City of Page may lease real property owned by the City of Page where the lease is for a public purpose; and

WHEREAS, the City and Community Bridges, Inc. (“CBI”) were the recipient of grant funds for the purpose of constructing a substance abuse facility; and

WHEREAS, grant funds paid for the construction of the facility which will be operated by CBI for a public purpose; and

WHEREAS, A.R.S. § 9-802 allows a City to adopt a public record by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:

Section 1. The Ground Lease and Improvements Transfer Between the City of Page and Community Bridges (“Ground Lease”) attached hereto as Exhibit 1 and incorporated herein by reference, is hereby declared a public record. A minimum of one paper copy and one electronic copy of Exhibit 1 shall be maintained in compliance with A.R.S. § 44-7041 in the office of the City Clerk and shall be available for public inspection during normal business hours.

BE IT FURTHER ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE:

Section 2. The terms and conditions of the attached Ground Lease are hereby approved and the Mayor is authorized to execute the Ground Lease and all related documents.

Section 3. This ordinance is effective immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this 11th day of February, 2026, by the following vote:

Ayes _____
Nays _____

Abstentions _____
Absent _____

CITY OF PAGE

By _____
Mayor

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

**EXHIBIT ON FILE AT:
PAGE CITY CLERK'S OFFICE
697 VISTA AVE., PAGE, AZ**

**GROUND LEASE AND IMPROVEMENTS TRANSFER
BETWEEN THE CITY OF PAGE and COMMUNITY BRIDGES**

This Ground Lease and Improvements Transfer ("Lease") is entered into as of the 1st day of January, 2026, by and between the City of Page, Arizona, a political subdivision of the State of Arizona ("Landlord") and Community Bridges, Inc., an Arizona non-profit corporation ("Tenant").

RECITALS

A. Landlord warrants and represents that it owns certain real property comprising approximately 2.55 acres as described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Property").

B. Landlord has been awarded CDBG-CV Emergency and Transitional Shelter grant funds to construct shelter/substance abuse treatment facilities in Page, Arizona. These facilities have been identified as a critical need in Page, Arizona and the surrounding region, and will greatly benefit the residents of Page, Arizona, the community generally, homeless individuals, and those with substance abuse addictions. The facilities will also relieve strain on ambulance, hospital, law enforcement, courts, and other community resources.

C. As a condition of the award of grant funds, Tenant has agreed to operate the above-described facilities. Based upon the representation by Tenant that Tenant will operate the facilities in accordance with the terms of the CDBG-CV Emergency and Transitional Shelter funding requirements, the Landlord agrees to conditionally transfer ownership of the constructed improvements to Tenant as set forth herein. Tenant further desires to lease the real property from Landlord, and Landlord desires to lease the real property to Tenant under the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, Landlord and Tenant agree to the following terms and conditions:

1. LEASE

1.1 The Property. In order to operate the facilities described in 1.2, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the land identified as TR D-3 in Exhibit A, which is attached hereto and incorporated herein by this reference, subject to all existing easements, rights-of-way, and all other interests encumbering the Property. The constructed improvements shall be transferred separately to Tenant, thus Tenant shall lease the land only.

1.2 Permitted Uses. Subject to any applicable Page City Codes, zoning or other regulations adopted by any applicable government entity, the Property shall be used for the operation of a shelter/substance abuse treatment facilities as set forth in Landlord's application and award for CDBG-CV Emergency and Transitional Shelter funding ("Permitted Uses"). Subject to the provisions of Section 6 below, and further subject to applicable law, ordinance, regulation and required approvals and permitting, the construction, maintenance and operation of improvements upon the Property to facilitate the Permitted Uses also shall be considered allowed

pursuant to this Lease. Tenant shall not allow the Property to be used for any improper, immoral, unlawful, or unsafe purpose. Any use other than Permitted Uses requires the prior written approval of Landlord. Landlord makes no representation regarding the suitability of the Property for the Permitted Uses.

1.3 Term.

1.3.1 Initial Term. The term of this Lease shall commence on January 1, 2026, and continue for a period of five (5) years from the Commencement Date (“Initial Term”) or until sooner terminated or extended pursuant to the provisions of this Lease. The “Commencement Date” is the date that the Tenant begins providing services to the public as described in the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended. Tenant will provide written notice to Landlord of the Commencement Date.

1.3.2 Extended Term. If Tenant has complied with the terms of this Lease, Tenant may elect to extend the term of this Lease for two (2) five-year additional terms (“Extended Term”), upon the terms, covenants, conditions, and agreements herein contained. Any additional extensions will be subject to Page City Council discretion and approval. Tenant may exercise its option to extend by providing Landlord written notice of such election at least sixty (60) days prior to the expiration of this Lease. The Initial Term and any Extended Term shall be referred to as the “Term”.

1.4 Rent and Other Financial Responsibilities.

1.4.1 Rent. The rental amount shall be One Dollar (\$1.00) per year, together with any additional fees as provided herein, payable to the City of Page, in advance on the first day of each calendar year throughout the duration of the Lease.

1.4.2 Security Deposit. No security deposit shall be required.

1.4.3 Utilities. Tenant shall be responsible for and shall promptly pay directly to the supplier all utility charges associated with the Property, including gas, electric, internet, telephone, sewer, refuse disposal, and water utility fees and charges occasioned by its use of the Property.

1.4.4 Reimbursement of Tenant Improvement. Landlord has advanced to Tenant \$126,647.19 (“TI Allowance”) to cover certain costs of improvements to the Property. Tenant will reimburse Landlord for the TI Allowance through fifty-seven (57) monthly, consecutive and equal installment payments of \$2,183.57 starting March 1, 2026, followed by one (1) final payment of \$2,183.70 that will become due on December 1, 2030. Tenant may prepay any or all of the TI Allowance at any time without penalty.

1.5 Possession. Landlord covenants to provide Tenant with peaceful possession of the Property, and Tenant, by taking possession of the Property, acknowledges that the Property is in satisfactory and acceptable condition for its use.

1.6 No Warranty. Tenant has inspected the Property and agrees to accept the conditions of the Property, without any representation or warranty on the part of the Landlord, in an “as is” condition. The Landlord hereby disclaims, and Tenant accepts such disclaimer, of any warranty,

expressed or implied, regarding the condition, use, or fitness of the site for any purpose. Upon execution of this Lease, the Tenant assumes the responsibility of the condition, operation, maintenance and management of the Property.

2. TRANSFER OF IMPROVEMENTS

Based upon the representation by Tenant that Tenant will operate the facilities in accordance with the terms of the CDBG-CV Emergency and Transitional Shelter funding application and award requirements, and subject to the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended, the Landlord agrees to transfer ownership of the constructed improvements to Tenant. The constructed improvements include: the building including all fixtures, and the short-term and long-term treatment facilities; the parking lot; and improved access ways for ingress/egress.

During the Initial Term, Tenant's failure to operate the facilities as a shelter/substance abuse treatment center as set forth in Landlord's application and award for CDBG-CV Emergency and Transitional Shelter funding, as may be hereinafter amended, and the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended, shall constitute an Event of Default as set forth in Section 12. During the Initial Term, failure to operate the facility shall include Tenant's failure to comply with any applicable term or condition of the grant funding, or that Tenant fails to operate the facility for any forty-five (45) consecutive day period after the Commencement Date. In that event, title to the improvements shall be subject to Section H.7 of the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended, and Tenant will remit to Landlord any TI allowance owed plus the Purchase Price described in Section 25.5 of this Lease within ninety (90) days of receiving notice from Landlord of its exercise of the remedy in Section H.7. Upon remittance of the TI Allowance and Purchase Price for the Property, Landlord will transfer ownership of the Property to Tenant. If Tenant does not remit the Purchase Price, in addition to any other remedies available to it by law or equity, Landlord may pursue specific performance to obtain the Purchase Price from the Tenant.

3. HAZARDOUS SUBSTANCES

3.1 Tenant shall not allow the storage of any hazardous waste.

3.2 Hazardous Material. There shall be no use or storage of flammable materials, hazardous waste or a Regulated Substance on the Property. Use or storage of such materials on the Property shall constitute a material breach of this Lease. Regulated Substances include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. § 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. §49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. § 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the applicable laws.

3.3 Tenant shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or

groundwater any substance if such substance (as reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the environment, (b) the health, welfare or safety of persons whether located on the Property or elsewhere, or (c) the condition, value, use or enjoyment of the Property or any other real or personal property. Tenant has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the applicable laws (hereinafter referred to as the "Permits").

3.4 Tenant shall immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the applicable laws or permits of this section. Tenant shall also immediately notify Landlord orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with applicable laws, permits or the provisions of this section, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

3.5 Landlord, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Property and to review and copy documents, records, and data maintained by Tenant relating to substances used and stored on the Property or disposed of, released or otherwise removed from the Property, in order to assure itself that Tenant is in compliance with the provisions of this Section 3.

3.6 Landlord shall have the right, at its expense, to perform periodic environmental inspections as Landlord deems necessary using the services of a qualified and duly licensed environmental engineers approved by Tenant whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as Landlord deems necessary to assure itself that Tenant is in compliance with the provisions of this Section 3. Should remediation be required as a consequence of Tenant's use of Property, Tenant shall immediately undertake such remediation as is necessary to restore the condition of the Property and shall diligently pursue such work to completion. Tenant's failure to timely perform its obligations set forth herein shall be considered a material breach of this Lease, and Tenant's obligations under this Section 3 shall continue beyond the expiration or termination hereof. Nothing in this Section 3 shall constitute a waiver of any right of Tenant, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Property.

3.6 To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant's present or future use of, or activities or operations on or at, the Property, or arising from or relating to any breach of the provisions of this Section 3. Tenant also agrees to indemnify and hold Landlord harmless any costs and expenses incurred in connection therewith, including without limitation, any

attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant's use of the Property. These indemnities shall survive the termination of this Lease.

4. ENTRY BY LANDLORD

4.1 Landlord, its agents, contractors, and representatives may enter the Property to inspect or to ensure compliance with the terms and conditions of this Lease, the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended, or the CDBG-CV Emergency and Transitional Shelter grant funding requirements. Landlord shall provide Tenant with reasonable prior notice of entry into the Property, which will be in writing, but may be communicated electronically. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to entry into the Property without prior notice. Nothing herein is intended to be nor shall it be deemed in derogation of Landlord's police and public safety powers granted under applicable law. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

5. INDEMNIFICATION AND INSURANCE

5.1 Disclaimer of Liability. Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's use of the Property.

5.2 Indemnification.

5.2.1 To the fullest extent permitted by law, the Tenant, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the Landlord, its agents, representatives, officers, volunteers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, including expert witnesses fees, related to, arising from or out of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless or intentional actions caused in whole or in part by the Tenant relating to or arising from the performance of this Lease, or the use, operation or management of the Property, including but not limited to anyone that Tenant allows to access the Property, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Tenant's or subcontractor's agents or employees.

5.2.2 Tenant shall assume all risks of loss, injury or damage of any kind or nature whatsoever to any fixture or other structure belonging to Tenant which may be now or hereafter placed upon or in the Property and all risks of loss, injury or damage of any kind or nature whatsoever to the contents of such structures or to any goods, merchandise, chattels or any other property now or that may hereafter be upon said leased Property whether belonging to Tenant or others.

5.3 Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of Comprehensive General Liability insurance insuring Landlord and

Tenant against any liability arising out of the ownership, use, occupancy, operation, or maintenance of the Property and all areas appurtenant thereto. Minimum coverage for Comprehensive General Liability insurance is \$2,000,000 per occurrence and \$4,000,000 aggregate. The limit of said insurance shall not, however, limit the liability of the Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder, shall be in companies rated A+, AAA or better in “Best’s Insurance Guide”. Tenant shall deliver to Landlord prior to occupancy of the Property copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage except after fifteen (15) days' prior written notice to Landlord. All policies shall name the City of Page as an additional insured.

5.3.1 Claims Made. In the event any insurance policies required by this Lease are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

5.3.2 All policies shall waive rights of recovery (subrogation) against City of Page, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Lease.

5.3.3 Tenant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Tenant’s insurance and shall not contribute to it.

5.3.4 Workers’ Compensation. If the Tenant has employees, the Tenant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Tenant’s employees engaged under this Lease and shall also maintain Employer’s Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.3.5 If any work under this Lease is subcontracted in any way, Tenant shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements in this Lease protecting the City and Tenant. Tenant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

5.4 Property Casualty Insurance. During the Lease Term, Tenant will maintain in effect coverage for loss of or damage to the Property and all improvements in the amount of its reasonably determined replacement value. The Tenant shall keep all structures and fixtures located on the Property insured against all peril, and if they be destroyed, the Tenant shall repair, rebuild or replace any said structures as quickly as reasonably possible in accordance with Section 17 below and any CDBG-CV Emergency and Transitional Shelter funding requirements.

5.5 Damage by Casualty. Tenant waives the entire right of recovery Tenant may have against the Landlord on account of loss or damage occasioned to the Property or improvements arising from any cause which could be insured against by fire and extended coverage insurance whether or not such insurance is in force.

6. REPAIRS, MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 Except as provided in the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended, Tenant shall not construct or make any alterations to the Property without Landlord's written consent. In making any alterations that Tenant has a right to make, Tenant shall comply with the following:

6.1.1 Tenant shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least thirty (30) days before the date it intends to commence the alterations.

6.1.2 The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

6.1.3 All alterations shall be completed with due diligence in a workmanlike manner in compliance with the plans and specifications and working drawings, all applicable laws, building codes and other similar rules.

6.1.4 All work shall be contained entirely within the Property and without any encroachment or dependence upon any other property.

6.1.5 Tenant shall timely pay for all labor, materials, work, and professional and other services related thereto and shall pay, protect, indemnify, defend, and hold harmless Landlord, Landlord's employees, officers, contractors, agents, and volunteers against all claims related thereto.

6.1.6 Tenant shall cause all construction and similar work related to this Agreement to be conducted in a safe and cautious manner. Without limitation, Tenant shall cause such work to be conducted in compliance with established industry safety standards and practices.

6.1.7 Payment and Performance Bonds. Prior to commencement of construction on the Property which the Landlord in its discretion reasonably considers material or substantial, Tenant shall provide to the Landlord payment and performance bonds ensuring payment and performance of that general contractor's obligations under the construction contract between that general contractor and the Tenant with respect to the construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of not less than one hundred percent (100%) of the costs of the construction, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such improvements in accordance with final construction plans and specifications that have been approved by the Landlord; and (v) provide

that the Landlord is an obligee on such bonds. A “Qualified Surety” is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Arizona and possessing a rating of A-VIII or better in A.M. Best’s Insurance Reports.

6.2 Signage. Tenant may install a sign on the Property. All signs must comply with any signage regulations pertaining to the Property. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. All signage shall be kept in good condition and repair at all times, including lighting components.

6.3 All of Tenant’s alterations or improvements shall be designed and constructed by Tenant at Tenant’s sole cost and expense. In no event, including without limitation termination of this Agreement for any reason, shall Landlord be obligated to compensate Tenant in any manner for any of Tenant’s work or other work provided by Tenant during or related to this Agreement.

6.4 Tenant will not, directly or indirectly, create or permit to be created or to remain on or against the Property or any part thereof, or any other Landlord property, and will promptly discharge at its sole cost and expense, any mortgage, lien, encumbrance, charge on, or pledge of such Property, or any improvements or fixtures thereon. Tenant will notify Landlord promptly of any such lien or encumbrance which has been created on or attached to the Property or any improvements or fixtures thereon, whether by act of Tenant or otherwise. Tenant may contest any lien or similar encumbrance provided that there is no threat of loss of title or other liability to Landlord.

6.5 Any alterations made shall remain on and be surrendered with the Property on expiration or termination of the Lease, except that with Landlord’s consent Tenant may elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to remove any alterations that Tenant has made to the Property. If Tenant so elects and Landlord consents, Tenant at its cost shall restore the Property to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

6.6 Tenant shall maintain the Property in good repair and shall perform any maintenance or repairs necessary to allow for the Property to operate as intended. Tenant shall repair any damage caused to the Property by Tenant, its employees, agents, invitees, licensees, customers, or visitors.

6.7 Tenant will maintain the Property in a clean and sanitary state. Tenant will provide adequate trash containers and will empty said containers on a regular basis. Tenant will not allow trash, litter or other waste to accumulate on the Property.

7. MANAGEMENT AND OPERATIONS

7.1 At its cost, Tenant shall manage and operate the Property and all facilities and improvements and shall be solely responsible for all aspects of its operation.

7.2 Tenant shall not commit any waste upon the Property, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any adjacent property owner or tenant.

7.3 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

8. COMPLIANCE WITH THE LAW. Tenant shall not use the Property or any use or permit anything to be done in or about the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

9. TAXES. Together with and in addition to any payment of rent or any other sums payable to or for the benefit of Landlord pursuant to this Lease, Tenant shall pay to Landlord any tax whatsoever including excise, sales, occupancy, franchise, privilege, rental or transaction privilege tax levied by any governmental authority upon Landlord as a result of Tenant's use or occupancy of the Property, and any taxes assessed or imposed in lieu of or in substitution for any of the foregoing taxes whether now existing or hereafter enacted.

Tenant will pay directly to any taxing authority all taxes charged against any improvements, buildings, trade fixtures, furnishings, equipment, inventory or any other property belonging to Tenant. In addition, Tenant will pay directly to the taxing authority all taxes based on Tenant's sales, income, or revenue.

Tenant will pay the real property taxes allocable to the Property during the Lease term. "Real property taxes" is broadly construed to include taxes, assessments, levies, fees and all other government charges of any kind, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property. Real property taxes include transaction privilege taxes or other assessments against Landlord based on collections of rent on the Property.

10. EMINENT DOMAIN. Either party may terminate this Lease if the whole or any material part of the Property shall be taken or condemned for any public or quasi-public use under law, by eminent domain or private purchase, in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Property which would leave the remainder of the property unsuitable for use. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Property or the portion of the Property occurs. All compensation awarded for a Taking, or sale

proceeds (other than any compensation which may be separately awarded to Tenant pursuant to the terms of the next succeeding sentence), shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense in connection with such Taking for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Property by the Landlord or the Tenant to a public or quasi-public authority having the power of eminent domain with respect to the Property as a result of the authority's express written intent to condemn.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage, pledge, encumber, sublet or part with the possession of the whole or any part of the Property without first obtaining the written consent of Landlord. This agreement shall extend to and be binding upon the Tenant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Tenant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Tenant shall sell its assets.

12. DEFAULT

12.1 Tenant's Default. If Tenant fails to pay any rent due hereunder or fails to keep and perform any of the other terms, conditions or covenants set forth herein, or breaches the provisions of this Lease in any other manner, then an Event of Default shall have been deemed to occur. Furthermore, Tenant's failure to comply with any term, condition, or obligation of the CDBG-CV Emergency and Transitional Shelter grant funding, including continued operation of the facility, shall constitute an Event of Default.

12.2 Landlord Default. It shall be a default if Landlord fails to perform any of its obligations as set forth in this Lease and does not cure such default within thirty (30) days after written notice from Tenant describing the alleged default.

13. REMEDIES

13.1 Event of Default by Tenant. An Event of Default by Tenant concerning failure to pay rent as required herein shall be cured within ten (10) days after written notice to Tenant. An Event of Default concerning any default other than failure to pay rent shall be cured within thirty (30) days or, if the default cannot be cured within thirty (30) days, such longer period as is reasonably required not to exceed ninety (90) days, provided Tenant is diligent in its efforts to cure, after written notice to Tenant. Upon failure of Tenant to cure any Event of Default, Landlord shall have the right, at its option, in addition to any other remedy Landlord may have by operation of law, to terminate this Lease without any further demand or notice.

13.2 Event of Default by Landlord. In the event of default by Landlord, Tenant shall have the right, at its option, to terminate this Lease in addition to any other remedy Tenant may have by operation of law, without any further demand or notice.

13.3 Litigation. If litigation for breach of this Lease is brought, the prevailing party shall be awarded its reasonable attorney's fees and costs.

14. FIXTURES AND PERSONAL PROPERTY. Subject to the provisions of Section 2, any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Property by or at the expense of Tenant shall be and shall remain the property of Tenant, except as otherwise agreed in writing by Tenant and Landlord. Tenant shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Tenant shall, at its expense, repair any damage caused to the Property by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.

15. REDELIVERY OF PROPERTY. Subject to Section 6.5, Tenant agrees to redeliver to Landlord the physical possession of the Property at the end of the Term of this Lease, in substantially similar or better condition as delivered to Tenant at the commencement of this Lease, reasonable wear and tear excepted.

16. HOLDING OVER. Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Tenant fails or refuses to vacate and surrender the Property after the end of the Term, the Landlord, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease. The terms and conditions of this section shall survive expiration of this Lease.

17. DESTRUCTION OF IMPROVEMENTS

17.1 Obligations of Tenant. Except as may otherwise be expressly provided in this Lease, Tenant shall bear all risk of loss or damage or destruction to the Property and any improvements thereon, including any buildings, fixtures, or other property thereon, arising from any fire, flood, or other peril or casualty. In the event the Property or improvements are damaged or destroyed in whole or in part by fire, flood, or other peril or casualty, Lessee shall give prompt written notice thereof to Landlord and shall promptly thereafter restore the Property and any improvements to the condition they existed in immediately prior to such damage or destruction. Damage to the Property or improvements shall not cause an abatement of Lessee's obligation to pay rent to the Landlord or to make any other payments required to be made by Lessee under this Lease.

17.2 Application of Insurance Proceeds. All insurance proceeds received by Tenant as a result of any casualty loss, damage or destruction of the Property and/or the improvements that occur during the Term of this Lease shall be applied in the following order of priority: (a) to restoring the damaged areas and removing any related debris to a substantially similar condition as same were prior to such damage or destruction; (b) to repairing, rebuilding, and/or replacing the Property and the improvements to a substantially similar condition as same were prior to such damage or destruction; and (c) the excess, if any, shall be paid to Tenant. This provision shall survive expiration or earlier termination of this Lease.

18. DISPUTE RESOLUTION

18.1 Arizona Law. This Lease shall be governed by and all disputes resolved pursuant to the laws of the State of Arizona.

18.2 Mediation. Any disputes that arise out of this Lease shall first be submitted to mediation using a professional, independent mediator, as agreed to by the Parties. No litigation may be filed by either Party unless one party fails to mediate in good faith or good faith mediation by both Parties fails to resolve the dispute.

18.3 Attorney's Fees. If either party institutes a lawsuit against the other to construe, enforce, or for breach of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights pursuant to the Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

19. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Property, including all lease proposals, letters of intent and other documents. This Lease may not be modified or altered except in writing signed by duly authorized representatives of the parties.

20. THIRD-PARTY BENEFICIARIES. No term or provision of this Lease is intended to, or will, be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

21. NOTICE. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered with receipt, or mailed, certified mail, return receipt requested, to the following addresses:

To Landlord: City Manager
City of Page
697 Vista Ave.
PO Box 1180
Page, AZ 86040

To Tenant: John F. Hogeboom
President & CEO
Community Bridges, Inc.
1855 W Baseline Rd, Ste 101
Mesa, AZ 85202

22. SEVERABILITY. The invalidity or unenforceability of any covenant, term or condition of this Lease shall not affect the validity or enforceability of any other covenant, term or condition of this Lease and such other covenants, terms and conditions shall remain in full force and effect.

23. This Lease is subject to cancellation pursuant to the conflict of interest provisions of A.R.S. § 38-511.

24. TIME IS OF THE ESSENCE. Time is of the essence in this Lease.

25. OPTION TO PURCHASE

25.1 Landlord hereby grants to Tenant an option to purchase the Property upon the following terms and conditions (the “Option”).

25.2 Option Period. Tenant may exercise the Option at any time subsequent to operating the shelter and treatment facilities for sixty (60) consecutive months and within six (6) months of the expiration of the Initial Term. The Option shall expire automatically six (6) months from the last day of the Initial Term. For so long as Tenant possesses the right to exercise this Option to purchase the Property, Landlord shall not, sell, assign or otherwise transfer the Property to a third-party. In the event that Tenant decides not to exercise the Option, ownership of all improvements except those to which Section 6.5 applies, shall immediately revert to the Landlord upon the expiration of the Lease, including any Extended Terms.

25.3 Conditions for Exercise. Tenant may only exercise the Option if Tenant is current on all payments owed Landlord pursuant to this Lease, is not in default under this Lease, and is otherwise in compliance with the CDBG-CV Emergency and Transitional Shelter grant funding requirements and the Sub-Recipient Funding Agreement between the Landlord and Tenant entered into on October 11, 2024, as amended.

25.4 Notice of Exercise. The Option may be exercised by mailing or delivering written notice to the Landlord prior to expiration of the Option. Notice, if mailed, will be by certified mail, postage prepaid to the Landlord at the Landlord’s notice address and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

25.5 Purchase Price. The Purchase Price for the Property pursuant to this Option shall be \$315,000, subject to the CPI adjustment set forth below, said amount being the fair market value of the Property as determined by appraisal. See Exhibit B. The appraised value shall be escalated annually each July 1 subsequent to the commencement of the Lease until the option to purchase is exercised based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for All Items (“CPI”).

25.6 Purchase Agreement. Within thirty (30) days of exercise of the Option, the parties shall enter into a separate written purchase agreement (the “Purchase Agreement”) for the Property in the form of the Purchase Agreement attached to this Agreement as Exhibit C.

25.7 Closing. Closing of the purchase pursuant to this Option (the “Closing”) shall take place at an escrow/title company reasonably agreed upon by the parties at a time mutually agreeable to the parties. Upon closing, Tenant shall obtain fee title to both the Property and all improvements located thereon and any Lease between the Parties regarding the Property shall terminate.

25.8 Rent. Tenant shall continue to pay Rent and all other fees, costs or assessments pursuant to the Lease until Closing.

25.9 Effect of Expiration of Option. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Property to Tenant. If the Tenant does not exercise the

Option prior to its expiration, neither party will have any further rights or claims against each other concerning the Option.

26. FORCE MAJEURE. When either party is required to do any act by a fixed date or within a fixed time, delays caused by or resulting from war, civil commotion, fire, flood or other casualty, materials or equipment, government regulations, pandemics, unusually severe weather, or other causes beyond the party's reasonable control (any such delay constitutes a "Force Majeure Delay"), will not be counted in determining the time in which the act must be completed.

IN WITNESS WHEREOF, each of Landlord and Tenant have executed this Lease on the dates indicated below.

LANDLORD:
CITY OF PAGE

TENANT:

By: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Major Subdivision a Re-plot and Correction of Tract D, Block 224 in Case 9, Map 41 w/ ±50' excess City right of way from Case 8, Map 67 to be Tracts D-1, D-2 & D-3, Block 224 Section 32, T41N, R9E Gila and Salt River Base & Meridian City of Page, Cochino County, Arizona

OWNER'S STATEMENT
THIS PLAT IS BEING RECORDED UNDER THE DIRECTION OF THE CITY OF PAGE, WHO IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS, AND THE OWNERS, BELOW.

OWNER'S ACCEPTANCE
THE OWNERS OF TRACT D-2 HEREBY AGREE TO THIS PLAT AND ALL CONDITIONS CONTAINED HEREIN.

NOTARY
DANE PARTTRIDGE
DATE 4-18-06

NOTARY
DANE PARTTRIDGE
DATE 4-18-06

APPROVALS
ENGINEERING DEPARTMENT
I HEREBY STATE THAT ALL REQUIREMENTS OF THE CITY OF PAGE SUBDIVISION CODE HAVE BEEN MET.
BY: [Signature] DATE 18 Apr 06
UTILITY DIRECTOR

SUBDIVISION COMMITTEE
THIS PLAT WAS APPROVED BY THE CITY OF PAGE SUBDIVISION COMMITTEE ON THIS 18th DAY OF April, 2006.
BY: [Signature] DATE 4-21-06
CHAIRMAN, SUBDIVISION COMMITTEE

PLANNING AND ZONING COMMISSION
THIS PLAT WAS APPROVED BY THE CITY OF PAGE PLANNING AND ZONING COMMISSION ON THIS 18th DAY OF April, 2006.
BY: [Signature] DATE 4-20-06
CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY COUNCIL
THIS PLAT WAS APPROVED BY THE CITY OF PAGE CITY COUNCIL AS RECORDED IN THE MINUTES OF ITS MEETING HELD ON THE 18th DAY OF December, 2006.
BY: [Signature] ATTEST: [Signature]
MAYOR CITY CLERK

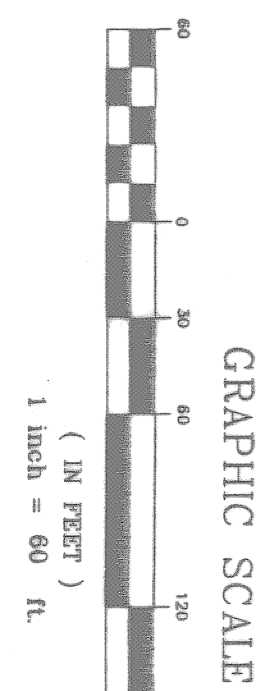
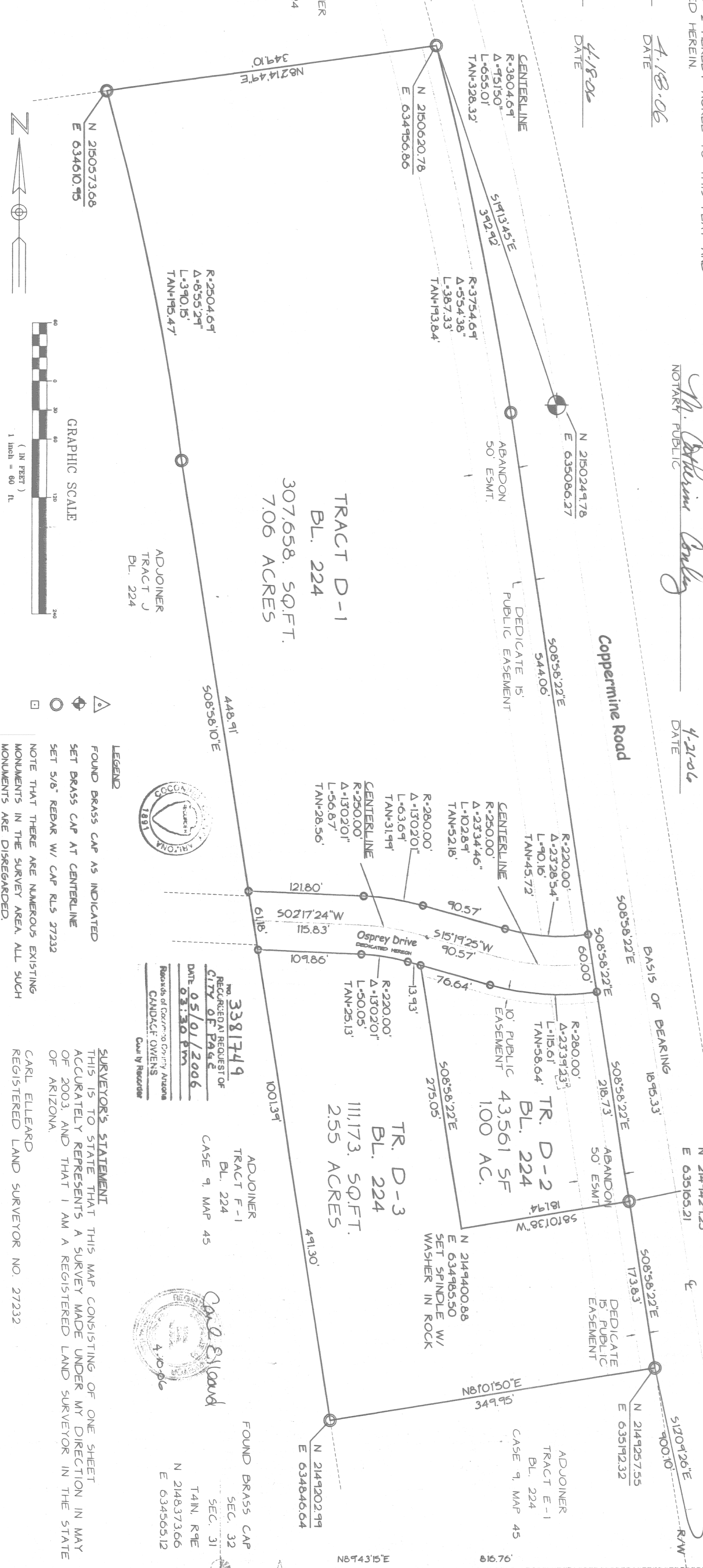
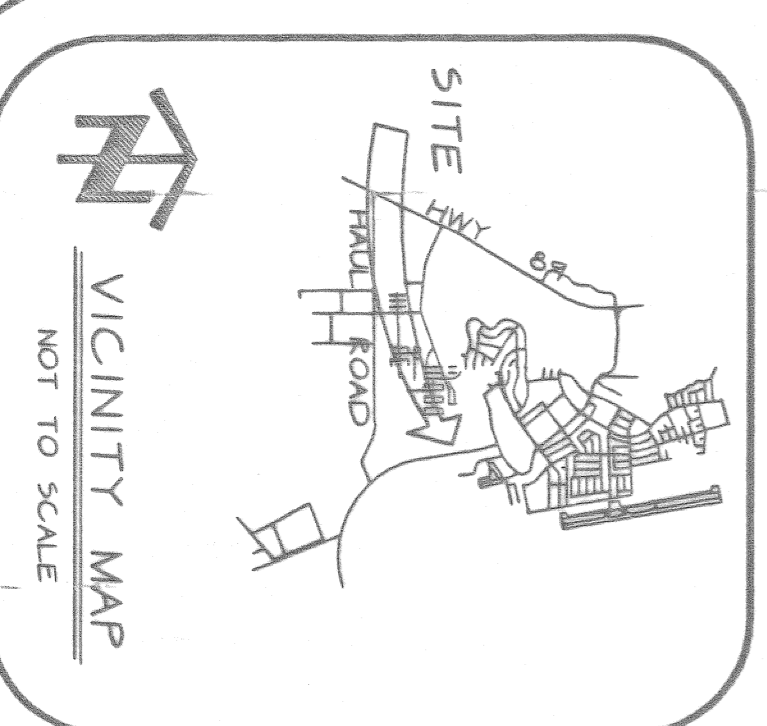
ACKNOWLEDGEMENT
ON THIS 18th DAY OF April, 2006, THE ABOVE SIGNED PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED HIM/HERSELF TO BE AN AUTHORIZED OFFICER OF THE CITY OF PAGE, A MUNICIPAL CORPORATION, AND IN SUCH CAPACITY EXECUTED THIS DOCUMENT FOR THE PURPOSES CONTAINED HEREON.
IN WITNESS WHEREOF I SET MY HAND AND OFFICIAL SEAL.
BY: [Signature] DATE 4-21-06
NOTARY PUBLIC

INTENT
THE INTENT OF THIS MAJOR SUBDIVISION PLAT IS TO CORRECT THAT PLAT OF SUBDIVISION OF TRACT D, BLOCK 224, CASE 9, MAP 41 THAT CENTERLINE OF COPPERMINE ROAD, WHICH BEARS SOUTH 08° 58' 22" EAST

ADJUSTMENT
DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED TO REFER TO A UNIFORM ELEVATION OF 3500 FEET ABOVE SEA LEVEL.

REFERENCES
CASE 8, MAP 67, COCHONINO COUNTY RECORDER'S OFFICE
CASE 9, MAP 41, COCHONINO COUNTY RECORDER'S OFFICE
CASE 7, MAP 2, COCHONINO COUNTY RECORDER'S OFFICE
CASE 4, MAP 6, COCHONINO COUNTY RECORDER'S OFFICE

ROADWAY DEDICATION
ALL EASEMENTS SHOWN HEREON AS PUBLIC UTILITY EASEMENTS HAVE PREVIOUSLY BEEN DEDICATED OR SHALL UPON RECORDING OF THIS PLAT BE DEDICATED AS PUBLIC EASEMENTS.
THAT 50'-WIDE EASEMENT DEDICATED IN CASE 8, MAP 67, SHALL HEREON BE ABANDONED THROUGHOUT THE FRONTAGE LENGTH ON TRACTS D-1, D-2 AND D-3. A 15'-WIDE PUBLIC EASEMENT SHALL BE DEDICATED IN ITS PLACE AS SHOWN.



LEGEND
FOUND BRASS CAP AS INDICATED
SET BRASS CAP AT CENTERLINE
SET 5/8" REBAR W/ CAP RL 5 27232
NOTE THAT THERE ARE NUMEROUS EXISTING MONUMENTS IN THE SURVEY AREA. ALL SUCH MONUMENTS ARE DISREGARDED.

RECORDATION REQUEST OF CITY OF PAGE
NO. 3381749
DATE: 05/01/2006
03:30 PM
Records of Cochino County, Arizona
CANDACE OWENS
County Recorder

SURVEYOR'S STATEMENT
THIS IS TO STATE THAT THIS MAP CONSISTING OF ONE SHEET ACCURATELY REPRESENTS A SURVEY MADE UNDER MY DIRECTION IN MAY OF 2003, AND THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA.
CARL ELLIARD
REGISTERED LAND SURVEYOR NO. 27232

FOUND BRASS CAP
SEC. 32
T41N, R9E
N 214837366
E 63450512

MCM ENGINEERING, INC.
STRUCTURAL/CIVIL/LAND SURVEYING
CONSTRUCTION MANAGEMENT
(928) 645-1656
(928) 645-1659
P.O. BOX 710
PAGE, AZ 86040

Correction of Tract D, Bl. 224 in Case 9, Map 41
SHEET 1 OF 1

3381749

Exhibit B

AN APPRAISAL REPORT
CONTAINING THE RESULTS OF
AN APPRAISAL OF
VACANT LAND
LOCATED ON
OSPREY STREET & COPPERMINE ROAD
PAGE, ARIZONA

HUCK APPRAISAL OFFICE

Robert C. Huck, MAI
724 Gail Gardner Way • Prescott, Arizona 86305
Phone (928) 778-7171 • Email: Bob@huckappraisal.com

November 16, 2023

Community Bridges Inc.
Attn: John Hogeboom
1855 W. Baseline Road, Suite 101
Mesa, Arizona 85202

Re: An appraisal of a vacant parcel of land located in Page, Arizona.

Dear Mr. Hogeboom:

In accordance with our agreement as outlined in our engagement letter dated October 20, 2023, I hereby transmit the attached appraisal report which contains the results of my appraisal of the subject property. The report sets forth my value conclusions, along with supporting data and reasoning which form the basis of my opinion. This letter is, by reference, made a part of the accompanying report.

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property, 'As Is'. The client for the assignment is Community Bridges Inc. The intended use of the appraisal is to establish a potential sales price for the subject property. The intended user of the appraisal is Mr. John Hogeboom and/or his designees within Community Bridges Inc. to assist in their decisions regarding the property. No other parties are authorized to rely upon this report without the express written consent of the appraiser.

The results of the appraisal are reported in the attached appraisal report, which contains 39 pages. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

November 16, 2023
Mr. Hogeboom:
Page Two

This report is also intended to have been prepared in accordance with:

- All requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation;
- The Code of Professional Ethics, the Standards of Professional Appraisal Practice, and any additional requirements of the Appraisal Institute, of which I am a member.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the *fee simple estate* in the subject property, 'As Is', as of October 17, 2023:

**THREE HUNDRED FIFTEEN THOUSAND DOLLARS
(\$315,000)**

The estimated exposure time linked to the value estimates for the subject property is approximately one year.

The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

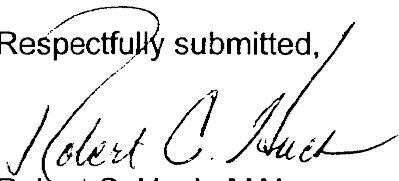
1. The subject parcel is identified on the Coconino County Assessor's website as containing 2.55 acres. However, no formal survey or legal description has been supplied. Therefore, it is an extraordinary assumption of this appraisal that this land area is substantially accurate.

I hereby disclose that I personally inspected the subject property on October 17, 2023. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.

November 16, 2023
Mr. Hogeboom:
Page Three

I hereby certify that I have no interest, present or prospective, in the subject property, and that the appraisal assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. I further certify that to the best of my knowledge and belief, the statements and opinions contained in the appraisal are correct, subject to the limiting conditions expressed herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert C. Huck". The signature is written in a cursive style with a large, looping initial "R".

Robert C. Huck, MAI
Certified General Real Estate Appraiser
Certificate No. 30123

AN APPRAISAL REPORT
CONTAINING THE RESULTS OF
AN APPRAISAL OF
VACANT LAND
LOCATED ON
OSPREY STREET & COPPERMINE ROAD
PAGE, ARIZONA

PREPARED FOR

COMMUNITY BRIDGES INC.
ATTN: JOHN HOGEBOOM
1855 W. BASELINE ROAD, SUITE 101
MESA, ARIZONA 85202

PREPARED BY

ROBERT C. HUCK, MAI
CERTIFIED GENERAL REAL ESTATE APPRAISER
CERTIFICATE NO. 30123

OF

HUCK APPRAISAL OFFICE
724 GAIL GARDNER WAY
PRESCOTT, ARIZONA 86305
(928) 778-7171

EFFECTIVE DATE OF VALUATION
OCTOBER 17, 2023

DATE OF REPORT
NOVEMBER 16, 2023

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

CERTIFICATION

Page Two

13. As of the date of this report, I, Robert C. Huck, MAI, have completed the continuing education program for designated members of the Appraisal Institute.
14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
15. I hereby certify that I am competent to complete the appraisal assignment. The reader is referred to the appraiser's Statement of Qualifications contained in the Addenda.
16. All extraordinary assumptions, hypothetical conditions and limiting conditions imposed by the terms of the assignment or by the undersigned, affecting the analysis, opinions and conclusions contained in this report are contained herein.
17. No change of any item of the appraisal report shall be made by anyone other than the Appraiser, and if changed, the Appraiser shall have no responsibility for any such unauthorized change.

VALUE CONCLUSIONS

The subject property is a ±2.55 acre or ±111,173 square foot parcel of vacant land. The parcel is located on the south side of Osprey Street and the west side of Coppermine Road in Page, Arizona. The legal description for the property is a metes and bounds described parcel in Section 32, Township 41 North, Range 9 East, Gila & Salt River Base & Meridian, Coconino County, Arizona. The subject parcel is identified on the Coconino County Assessor's Map as Assessor's Parcel # 801-06-030D.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the *fee simple estate* in the subject property, 'As Is', as of October 17, 2023:

**THREE HUNDRED FIFTEEN THOUSAND DOLLARS
(\$315,000)**

The estimated exposure time linked to the value estimates for the subject property is approximately one year.

CERTIFICATION

Page Three

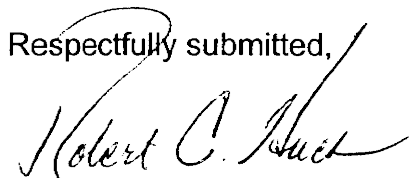
The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

1. The subject parcel is identified on the Coconino County Assessor's website as containing 2.55 acres. However, no formal survey or legal description has been supplied. Therefore, it is an extraordinary assumption of this appraisal that this land area is substantially accurate.

I hereby disclose that I personally inspected the subject property on October 17, 2023. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.

I hereby certify that I have no interest, present or prospective, in the subject property, and that the appraisal assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. I further certify that to the best of my knowledge and belief, the statements and opinions contained in the appraisal are correct, subject to the limiting conditions expressed herein.

Respectfully submitted,



Robert C. Huck, MAI
Certified General Real Estate Appraiser
Certificate No. 30123

SUMMARY OF CONCLUSIONS

PROPERTY NAME: Unnamed vacant land

PROPERTY ADDRESS: South side of Osprey Street and the west side of Coppermine Road, Page, AZ

PROPERTY TYPE: Vacant land

ASSESSOR'S PARCEL #'s: 801-06-030D (Coconino County)

EFFECTIVE DATE OF VALUE: October 17, 2023

DATE OF REPORT: November 16, 2023

ZONING: City of Page SC

SIZE:

Land Area: ±2.55 Acres or ±111,173 Square Feet

Building Area: N/A

HIGHEST AND BEST USE:

As Vacant: Commercial, light industrial, storage, similar use, multi-family residential, or speculative holding pending development.

As Improved: N/A

EXPOSURE TIME: Approximately one year

PRELIMINARY OPINNIONS OF VALUE:

Sales Comparison Approach:	\$315,000
Cost Approach:	N/A
Income Capitalization Approach:	N/A

FINAL OPINION OF VALUE: \$315,000

TABLE OF CONTENTS

PREMISES OF THE APPRAISAL-----	1
PRESENTATION OF DATA-----	5
ANALYSIS OF DATA AND CONCLUSIONS -----	26
APPROACHES TO VALUE -----	31
SALES COMPARISON APPROACH -----	32
VALUE CONCLUSIONS -----	38

ADDENDA

Subject Photos
Zoning Ordinance
Comparable Location Map
Comparable Photos
Engagement Letter
Certification
Standard Assumptions and Limiting Conditions
Appraiser's State Certificate
Appraiser's Qualifications

PREMISES OF THE APPRAISAL

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to provide an opinion of the market value of the fee simple interest in the subject property, 'As Is'.

IDENTIFICATION OF THE CLIENT

The client for this appraisal assignment is Community Bridges Inc.

INTENDED USE OF THE APPRAISAL

The intended use of the appraisal is to establish a potential sales price for the subject property.

INTENDED USER OF THE APPRAISAL

The intended user of the appraisal is Mr. John Hogeboom and/or his designees within Community Bridges Inc. to assist in their decisions regarding the property. No other parties are authorized to rely upon this report without the express written consent of the appraiser.

DEFINITION OF MARKET VALUE

The value addressed in the appraisal of the subject property is *market value*.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;*
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- 3. A reasonable time is allowed for exposure in the open market;*
- 4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;*

5. *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*¹

DEFINITION OF "AS IS" PREMISE

The valuation premise addressed in this appraisal is the 'As Is' premise.

*"Market Value as is" on appraisal date means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.*²

DEFINITION OF EXTRAORDINARY ASSUMPTION

An extraordinary assumption is defined as:

*An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.*³

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

The subject parcel is identified on the Coconino County Assessor's website as containing 2.55 acres. However, no formal survey or legal description has been supplied. Therefore, it is an extraordinary assumption of this appraisal that this land area is substantially accurate.

DEFINITION OF HYPOTHETICAL CONDITION

A hypothetical condition is defined as:

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*⁴

¹ Rules and Regulations, Federal Register, Vol. 55, No. 165, page 34696 and 12 CFR 34.42.

² Appraisal Policies and Practices of Insured Institutions and Service Corporations, Federal Home Loan Bank Board, "Final Rule", 12 CFR 34.42(g)

³ Uniform Standards of Professional Appraisal Practice, 2014 - 2015 Edition.

⁴ Uniform Standards of Professional Appraisal Practice, 2014 - 2015 Edition.

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no hypothetical conditions in the appraisal of the subject property.

PROPERTY RIGHTS APPRAISED

The rights to the property being appraised are the *fee simple estate*.

The *fee simple estate* is defined as:

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*⁵

EFFECTIVE DATE OF VALUE

The effective date of value for the property is October 17, 2023. The formal inspection of the property was made on this date by Robert C. Huck, MAI.

DATE OF THE REPORT

The date of the report is November 16, 2023.

⁵ The Appraisal of Real Estate, Tenth Edition, page 122.

SCOPE OF THE APPRAISAL

The appraiser has personally inspected the subject property, subject neighborhood, and market area, and has gathered sufficient data to form an opinion of value for the subject property. Data has been gathered on vacant land sales and listings. Only one of the three widely recognized approaches to value, the sales comparison approach, is processed. All emphasis is placed on this approach in the final conclusion of value.

No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.

In developing an opinion of value for the subject property, the appraiser has complied with the requirements of Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

The results of the appraisal are reported in this Appraisal Report. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. *Supporting documentation concerning the data, reasoning, and analyses, is retained in the appraiser's file and is available to the client during regular business hours.* The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

This report is also intended to have been prepared in accordance with:

- All requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as provided by the Appraisal Foundation;
- The Code of Professional Ethics, the Standards of Professional Appraisal Practice, and any additional requirements of the Appraisal Institute, of which I am a member.

EXTRAORDINARY ASSUMPTIONS, HYPOTHETICAL & LIMITING CONDITIONS

The conclusions of this appraisal are subject to the Standard Assumptions and Limiting Conditions contained in the Addenda of this report. In addition, the conclusions are also made in consideration of the following Extraordinary Assumptions and/or Hypothetical Conditions, as discussed in the report. The use of an extraordinary assumption and/or hypothetical condition might have an effect on the assignment results.

1. The subject parcel is identified on the Coconino County Assessor's website as containing 2.55 acres. However, no formal survey or legal description has been supplied. Therefore, it is an extraordinary assumption of this appraisal that this land area is substantially accurate.

PRESENTATION OF DATA

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

The subject property is a ±2.55 acre or ±111,173 square foot parcel of vacant land. The parcel is located on the south side of Osprey Street and the west side of Coppermine Road in Page, Arizona. The legal description for the property is a metes and bounds described parcel in Section 32, Township 41 North, Range 9 East, Gila & Salt River Base & Meridian, Coconino County, Arizona. The subject parcel is identified on the Coconino County Assessor's Map as Assessor's Parcel # 801-06-030D.

STATEMENT OF OWNERSHIP OF THE APPRAISED PROPERTY

According to records found in the office of the Coconino County Assessor, title to the subject property is currently held in the name of:

City of Page
P.O. Box 1180
Page, Arizona 86040

ECONOMIC HISTORY OF THE SUBJECT PROPERTY

According to records found in the Coconino County Assessor's Office, the subject property has been owned by the current owner for many years.

Other than as noted above, the appraiser is unaware of any sales, listings, offers to purchase, options, leases, or negotiations involving the property for the three years prior to the date of the appraisal.

AREA DESCRIPTION - PAGE

Page is a planned community on the shore of Lake Powell near the Arizona/Utah border. The town was named after John C. Page, a 1930's Commissioner of the Bureau of Reclamation.

Page is located approximately 134 miles north of Flagstaff on U.S. Highway 89 in the extreme north end of Arizona. The community is 275 miles north of Phoenix, the state's capitol, and about five miles south of the Arizona/Utah border. The town is situated at the southern boundary of the Glen Canyon National Recreation Area and overlooks the Glen Canyon Dam and Lake Powell. Page is the third largest community in Coconino County, the county seat of which is Flagstaff.

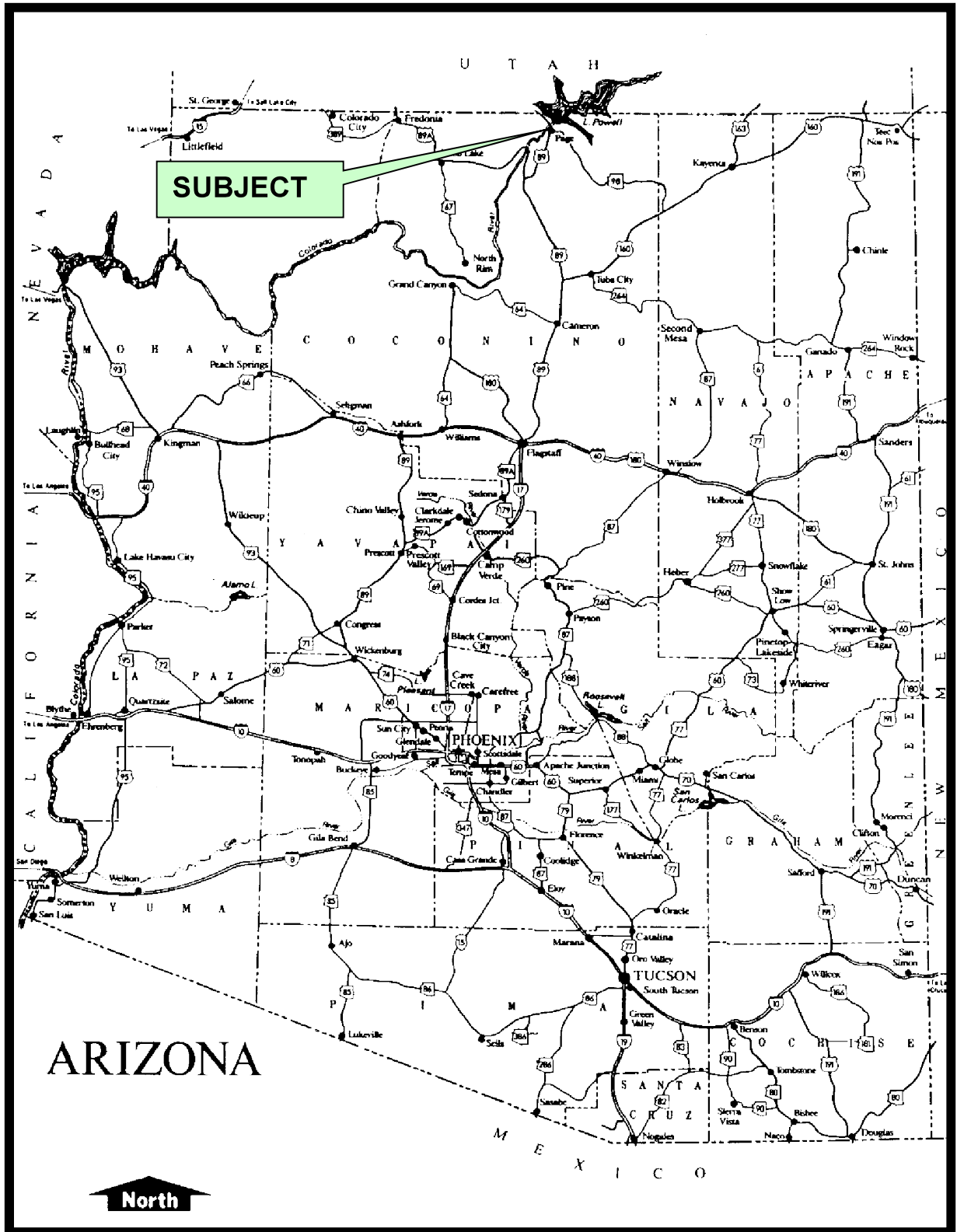
Access to Page is typically via U.S. Highway 89 from north or south. To the south, the highway leads through the Navajo Indian Reservation to Flagstaff. North of Page, Highway 89 turns west and connects with Kanab and St. George, Utah. Alternate access is via a less traveled route, State Highway 98, which leads east into the Reservation.

While Highway 89 has traditionally provided the most common access to Page from other points in Arizona, a portion of this highway was destroyed by a landslide in February, 2013. The road became totally impassable as it ascended a steep cliff near Bitter Springs. The alternate route to the community became Highway 89 to Highway 160 through Tuba City, then north on Highway 98 which connects with Page in the southeastern corner of the city. This detour added approximately 45 miles and 50 minutes to the trip to Page from such points as Phoenix, Flagstaff, Prescott, etc. An alternate detour was developed along Navajo Road 20 through the Navajo Indian Reservation. This road was completed in around June, 2013 and continues to be in use. The Navajo Road 20 detour does not add any significant mileage or travel time to Page.

Page was planned and built by the U.S. Bureau of Reclamation, which began construction in 1957. The construction of the town coincided with the construction of Glen Canyon Dam. Page was founded to house and provide services for the Dam's construction workers. In 1975, the Bureau of Reclamation transferred ownership of the land in and around the town to the City of Page, which became incorporated at that time. The town remains closely associated with Lake Powell in image and economy.

The population of Page has fluctuated widely during the history of the community. From a high of around 6,000 during the construction of the dam, the town's population dropped to around 2,000 during the late 1960's. The second boom in population occurred during the construction of the Navajo Generating Station in the early 1970's. The population in the community reached around 10,000 during 1974 and 1975. However, the population again declined dramatically after the completion of this project falling to around 4,000 in 1977. From 1977 through 1988, the population of the community increased steadily to 7,190 in 1988. However, another decline in population occurred in 1988 until 1990, when

AREA MAP



the census placed the population of the community at 6,598, a reduction of over 8% in the population of the community. This reduction in population was attributable to a general downturn in the Page economy, as discussed elsewhere in this section of the report.

By mid-1990, the population in Page began to increase once again and reached approximately 8,162 persons by the 1995 census. The increase from 1990 to 1995 represents a 4.3% annual compounded rate of growth in the community. The population of the community, as reported in the 2000 census was 6,809, while the current population of the community is estimated to be approximately 7,549. The current population indicates a slight decrease in population when compared with the 2000 census, although some locals maintain that the census results do not provide an accurate indication of the current population of the community.

The population statistics for Page, according to the Arizona Department of Administration are summarized in the following table.

YEAR	POPULATION	Δ/PREVIOUS	Δ/2000
2022	7,642 (Est.)	0.3%/Year	0.5%/Year
2021	7,618 (Est.)	0.9%/Year	0.5%/Year
2020	7,549 (Est.)	(1.7%/Year)	0.5%/Year
2019	7,686 (Est.)	0.6%/Year	0.6%/Year
2018	7,640 (Est.)	(0.3%/Year)	0.6%/Year
2017	7,665 (Est.)	0.8%/Year	0.7%/Year
2016	7,607 (Est.)	2.9%/Year	0.7%/Year
2015	7,668	1.1%/Year	0.8%/Year
2014	7,582 (Est.)	2.5%/Year	0.8%/Year
2013	7,395 (Est.)	0.7%/Year	0.6%/Year
2012	7,346 (Est.)	(0.3%/Year)	0.6%/Year
2011	7,369 (Est.)	1.7%/Year	0.7%/Year
2010	7,247	(2.7%/Year)	0.6%/Year
2009	7,447 (Est.)	1.0%/Year	1.0%/Year
2008	7,374 (Est.)	0.9%/Year	1.0%/Year
2007	7,307 (Est.)	1.0%/Year	1.0%/Year
2006	7,230 (Est.)	1.7%/Year	1.0%/Year
2005	7,110 (Est.)	0.9%/Year	0.9%/Year
2000	6,809	(3.6%/Year)	N/A
1995	8,162	4.3%/Year	N/A
1990	6,598	3.0%/Year	N/A
1980	4,907	N/A	N/A

While the 2022 population estimate is 7,642, the Page Chamber of Commerce website reports that around 9,000 people live in the immediate area.

The historical fluctuations notwithstanding, it may be noted that the population in Page has generally grown quite slowly over many years. Modest increases in population are anticipated over the coming years.

The climate in Page is temperate, with a relatively small amount of snow in the winter and few days surpassing 100 degrees in the summer. In general, during the months of December, January and February, the average minimum temperature is between 24 and 32 degrees; and during June, July and August, the average maximum temperature is from 90 to 97 degrees. The annual average minimum temperature is 47.2 and the average maximum temperature is 71.8. The total average precipitation is 4.78 inches.

Because of its youth, the community is largely without older, blighted areas. Accordingly, it is also without historical buildings or landmarks, except for the historical significance of the town's contribution to the building of the Glen Canyon Dam. Page is well laid out, with appropriate areas designated for residences, schools, and commercial enterprises. The primary commercial district is in the center of the community along Lake Powell Boulevard, although an increasing number of commercial concerns are being located off of the Mesa along Highway 89, on the north and south ends of the Highway 89 Loop, and in the Industrial Park along Highway 98

Although it was begun as a temporary camp for construction workers, Page has emerged as a self-sufficient and progressive city, with a much more diversified economic base. Lake Powell, the Navajo Generating Station, and tourism are the major economic factors in Page.

The National Park Service estimates that the Page/Lake Powell area has around three million visitors per year. A significant portion of the tourists are foreign visitors, thousands of whom visit the area on bus tours each year. Businesses in Page provide supplies and services to boaters, campers, and fishermen, who visit Page on their way to and from Lake Powell. In addition, employees of the marinas, lodge, dam, and service facilities adjacent to Lake Powell are typically Page residents.

Closely associated with this segment of the economy is the tourism generated by other surrounding attractions. For some travelers, Page serves as a stopping off point en route to the north and south rims of the Grand Canyon, the Colorado River, Kaibab National Forest, and Bryce and Zion National Parks in southern Utah. In addition, many Native American ruins and cultural centers are located near Page. Many of the foreign visitors are booked onto tours which include Las Vegas, the Grand Canyon, Page/Lake Powell, Sedona, and other nearby attractions.

A threat to the tourist economy was presented by the Sierra Club's statement that the Glen Canyon Dam should be removed and Lake Powell drained. Obviously, if these events were to take place, the economy of the community would be damaged immensely. Congressional hearings of the Sierra Club's case were heard in Washington, D.C. in September, 1997. However, the removal of the dam and draining of the lake would be radical moves, ones which are not likely to be embraced by the Federal government, at least in the near future.

For the time being, business in the community is proceeding without undo concern over these possibilities, although the drought affecting the Southwestern United States drastically lowered the water level in the lake beginning in the early 2000's and continuing through 2022. The impact of the lake level and the reduction in tourism caused by the events of September, 2001 reduced the volume of tourism in the community although the level has bounced back and is now greater than ever. In 2021 the water level reached its lowest level since the lake was filling in the 1960's and the recreational uses of the lake and the businesses which accompany these uses were being threatened. However, the heavy snowfall in the winter of 2022/23 resulted in a much higher than average snowpack and water runoff. As a result, the water level in Lake Powell rose by approximately 65' during the spring and early summer runoff in 2023. This reprieve from many years of declining water levels was welcomed by recreational aficionados of the lake as well as the many Page businesses which depend on lake visitation for profitable operation. However, it will take more years of similar snowfall to bring the lake back up to optimal levels.

The Salt River Project's Navajo Generating Station is located just outside of Page. For many years, this facility had been the single largest employer in the community, supplying as many as 700 jobs. A change in the hiring and promotion policy at this facility was implemented in 1989. This policy stipulated that hiring and promotion in the plant will be made in preference to Navajo Indians rather than to individuals of other ethnic groups. The community braced itself for the impact of this hiring policy, which until the end of the 1989 tourist season, was minimized. However, by the end of 1989, the community and its governing body had become somewhat alarmed by the effect of this policy. The population decreased and the housing market slumped, as evidenced by housing vacancies which equaled approximately 11% of the total housing stock at the time of the 1990 census.

Although completed, the Page economy benefited from the 'scrubber project' at the Navajo Generating Station. This \$500 million project was designed to remove 90% of the sulfur dioxide emissions from the power plant. The 'scrubber project' required the hiring of approximately 500 workers for five to six years. Several permanent workers have been retained to operate the equipment, once installed. Another large scale project to overhaul portions of the plant was considered, although an impasse was reached between the Navajo Nation and Salt River Project with regards to renewing the lease for the land on which the generating station is situated. The most pessimistic forecast was that the plant would close although it remained in operation for a few years until economic issues again threatened its future.

Salt River Project, an owner and the plant's operator, had negotiated to keep it open but faced a variety of headwinds, from retrofits required by federal environmental regulations to renewing a property lease with the Navajo Nation. The NGS is one of the biggest carbon emitters in the County. The lease with the Navajo Nation expired in 2019. If the plant owners did not keep running the plant and didn't negotiate a lease extension, they would start tearing it down for decommissioning by the end of 2019.

The economic benefits of the plant extend far beyond northern Arizona, as its power pumps Colorado River water in the Central Arizona Project canal to Phoenix and Tucson. About half the water used in metro Phoenix comes from the canal. But its impacts, particularly its climate-changing carbon emissions, also extend far beyond the region, making it a major target for environmental groups.

The plant remained in operation until November, 2019 when the plant closed and decommissioned in the face of low natural-gas prices that undercut the economics of the plant. The glut of cheap natural gas that swept the country has made the plant's electricity more expensive than simply buying power from natural-gas-fired plants. The Navajo Generating Station was demolished in December, 2020.

Other significant sectors of Page's economy include trades and public administration. Because of the absence of any major city in the region, Page has become a major trade center for northeastern Arizona and southern Utah. Over 50% of the employees in the community are in the retail and services sector of the economy. In spite of Wal-Mart's initial disruptive impact on the retail sector, sales tax receipts increased by almost 14% per year compounded in the years following the construction of the new Wal-Mart store. This observation indicates that residents are shopping in Page, rather than in Flagstaff, Phoenix, or Kanab, Utah. Furthermore, Page's status as a regional retail center has been strengthened by Wal-Mart's presence. Wal-Mart moved into a new facility on the west side of Highway 89 at its intersection with Haul Road in early 2006. This relocation/expansion further increased the prominence of the area as a retail center, although it created a large vacant space in the existing Gateway Shopping Center.

Public administration is dominated by federal government agencies. The Glen Canyon National Recreation Area is administered by the National Park Service through headquarters in Page. Glen Canyon Dam is managed by the Bureau of Reclamation, and both agencies are part of the U.S. Department of the Interior. There are several locations in and around the community which are being used by these agencies.

Motivated by the 'boom and bust' cycles which had impacted the community, the town embarked on a new growth and development program in the late 1980's. After extensive public input through town hall meetings, the City government adopted a Community Master Plan in January, 1989, and the Gateway Area Specific Development Plan in July, 1989. The purpose of these plans was to embark on a pro-active program to diversify and expand the economic base, and to curb the economic drain which had periodically plagued the community. The Master Plan focused on the development of special use districts, a championship golf course, convention centers, shopping centers, and residential uses. The 'Gateway' Plan focused on consistent quality and design of new development in the newly emerging area off of the Mesa. The City's primary asset for accomplishing these goals was its land holdings. Augmenting this asset has been the City's aggressive pursuit of federal and state grants available for community development.

The unusual origin of the City of Page has resulted in an atypical real estate market. Because the town is located on land once owned by the federal government, and subsequently transferred to the municipality, the City of Page is the dominant owner of undeveloped land in the vicinity. Although some parcels have been transferred to private ownership, most undeveloped acreage in the area is owned by the city. Consequently, the typical real estate market, in which many buyers and sellers interact to establish the market, is not found in Page. In the past, the City government has periodically sold land to private parties through the auction process. This process has recently changed to allow more direct negotiation in the acquisition of city owned land. However, the Page real estate market is still widely affected by the oligopolistic position held by the City in the supply of undeveloped land.

The main portion of the city is located at the Manson Mesa, at an elevation of 4,300 feet. The Mesa is accessed from Highway 89 via a loop road that enters the community from the southwest and the northwest. The mesa is about 100 feet above the level of the highway creating topographical and visibility barriers between the land on the mesa and the land area around the highway. The land on the mesa is quite level and presents few barriers to construction and development. Land off of the Mesa is also typically near level to gently sloping and developable. However, the development of the escarpment at the edge of the Mesa is challenged by sloping terrain.

Historically, growth in Page has been on the Mesa, with most commercial growth taking place in the traditional central business district (CBD) along Lake Powell Boulevard. Although available land has become scarce in the CBD, several new projects have been developed on the Mesa in recent years with the redevelopment of some properties also noted.

While the Mesa remains the heart of the community, the growth in Page has required the development of lands surrounding, but just off the mesa. Abundant land is available for development in this area, which remains within the city limits. Much of the land development off the Mesa has been for commercial and light industrial uses, although a few residential subdivisions offering mobile home and mini-ranch sites have been established to the south of the mesa and the original Townsite.

The development of a previously undeveloped expanse of land along Highway 89 on the west side of the community become known as the 'The Gateway Area'. Infrastructure was extended in this area and some new road construction took place. The City's championship 18 hole Lake Powell Golf Course abuts the escarpment at the west edge of the Mesa. The Courtyard by Marriott motel borders the golf course near the golf course clubhouse. The National Park Service Headquarters building and a Denny's Restaurant represent other new developments in the north end of The Gateway Area. A C-store/gas station, car wash, Days Inn Motel, Jack-in-the-Box and McDonald's Restaurants and the new Wal-Mart Store add to the development in the Gateway Area.

Additional development is taking place in the south end of The Gateway Area around the intersection of Highway 89 and the South Loop Road. The first major development in this area was the Wal-Mart-anchored Gateway Shopping Center which opened in 1991. This

center initially included Wal-Mart, Basha's, Burger King, Subway Sandwich, and several in-line spaces. However, as noted, Wal-Mart moved to the west side of Highway 89. A Ford dealership, several traveler's hotels, low income apartment complex and a Coconino Community College campus have been constructed east of Highway 89 on the South Loop Road.

Page is governed by a mayor and council form of government. In general, the community appears to be well managed, although turnover in the city council has caused some inconsistency in programs and planning during some periods of time. Law enforcement for the community is provided by a municipal police force, the Coconino County Sheriff's Office, and the State Department of Public Safety. The Page fire department has a full time chief and assistant chief and volunteer fire fighters and EMT's.

City services include municipal water and sewer, with trash removal being contracted to private business, with customer billing handled by the City of Page. The City has added a sports complex on Haul Road, a City Library on the South Loop and a new police and fire station on Coppermine Road. A site for a new airport has been selected and studies for this \$50 - \$60 million project are being conducted. This project, however, is not scheduled for completion for approximately ten years.

The City of Page has taken over the electrical service in the area, formerly operated by Arizona Public Service Company. Because of an allocation of electric power generated by Glen Canyon Dam, the City of Page is able to provide electric power at a rate that is lower than many other areas in the state. The community has underground natural gas service by Alliant Gas, telephone by Qwest, and portable propane and butane by local distributors. Trash removal is by a private vendor. Availability and rates for these services are typical as compared with other Northern Arizona communities.

Education is provided by two public elementary schools, a junior high school, a high school, and a branch of Coconino Community College. In addition, there are two pre-schools and the Bureau of Indian Affairs operates two boarding schools and one day school.

Two statewide banks, Wells Fargo and Bank of the West (formerly Community First Bank, Bank One and Valley National Bank), have offices in Page, and both Salt River Project and Coconino County Employees have credit union offices in the community. Page businesses are eligible for assistance in financing fixed assets through the Development Finance Division of the Arizona Department of Commerce. Industrial development is further assisted by the Industrial Authority of the City of Page, and the Industrial Development Committee of the Page/Lake Powell Chamber of Commerce.

Page is served by a small local newspaper, which is published weekly. The Arizona Republic and USA Today provide daily news service. Television and radio communication are via several stations broadcasting from Phoenix, Flagstaff, and Kanab, Utah. Several trucking companies, including UPS, provide surface transportation to the city. The Page Airport has a lighted 5,500 foot paved runway and is used by a small passenger airline as well as a charter service and private planes.

Page offers over 13 churches of numerous denominations, along with other community facilities including; a public library, bowling alley, indoor theater, several recreation areas with tennis courts, golf course and sports fields, a museum and a senior center. Medical facilities include the Page Hospital (25 beds) and three medical clinics. A wide range of medical services are available in Page, although some specialties require transportation to Flagstaff.

CONCLUSION

The City of Page has grown sporadically since its beginning in 1957, although the 'boom & bust' cycles appear to have stabilized. However, growth in population is currently at a slow pace. Originally planned and built as a camp community for construction workers, Page has emerged as a healthy, self-sufficient city with close ties to the recreational activities of Lake Powell.

The real estate market has been molded in part by the City's dominant position as the primary owner of undeveloped land. As increasing amounts of land are transferred to private ownership, the real estate market in Page has become better defined. Nevertheless, the complexion of the market is still colored by the City's vast holdings.

The economy of the community is tied closely to the seasonal tourism industry and, until recently, year round stability was provided by governmental and Navajo Generating Station employment. However, The NGS shut down in late 2019 and the City of Page has had to reduce its workforce in an effort to cope with budget constraints.

Highlighted by the adoption of a 'Community Master Plan' and Gateway Area Specific Development Plan in 1989, Page is well positioned for future growth and development. However, the planned closure of the Navajo Generating Station represents a threat to the local economy.

NEIGHBORHOOD ANALYSIS

The subject property is located at the edge of the traditional central business district on the Manson Mesa in Page. As noted in the Area Analysis, most of the development in the community has been on the Mesa although the lands to the south and west of the Mesa have been the location of most new development over the past 20 years. This is due, in part, to the scarcity of vacant, available sites on the Mesa. While some of the prominent businesses including Walmart, McDonalds, Taco Bell, Sonic, several hotels and C-store/gas stations are now located along Highway 89 and along the south side of the Mesa, many prominent businesses remain in the traditional CBD and the area remains an important business district in the community.

The subject neighborhood is bounded on the north by undeveloped land which is part of the Glen Canyon National Recreation Area. As noted, the areas to the south and west are being developed with hotels and restaurants near the highway and with light industrial properties along Haul Road and in the Page Industrial Park on Coppermine Road at Highway 98. The Lake Powell Golf Course also extends along the south and west sides of the Mesa. The area to the east is consumed by the Page Airport, then vacant, undeveloped land in the Glen Canyon Recreational area. The primary access to the Mesa is via North and South Lake Powell Boulevard, also known as the North and South 'Loops'. Alternate access is via Coppermine Road and Highway 98 in the south end of the community.

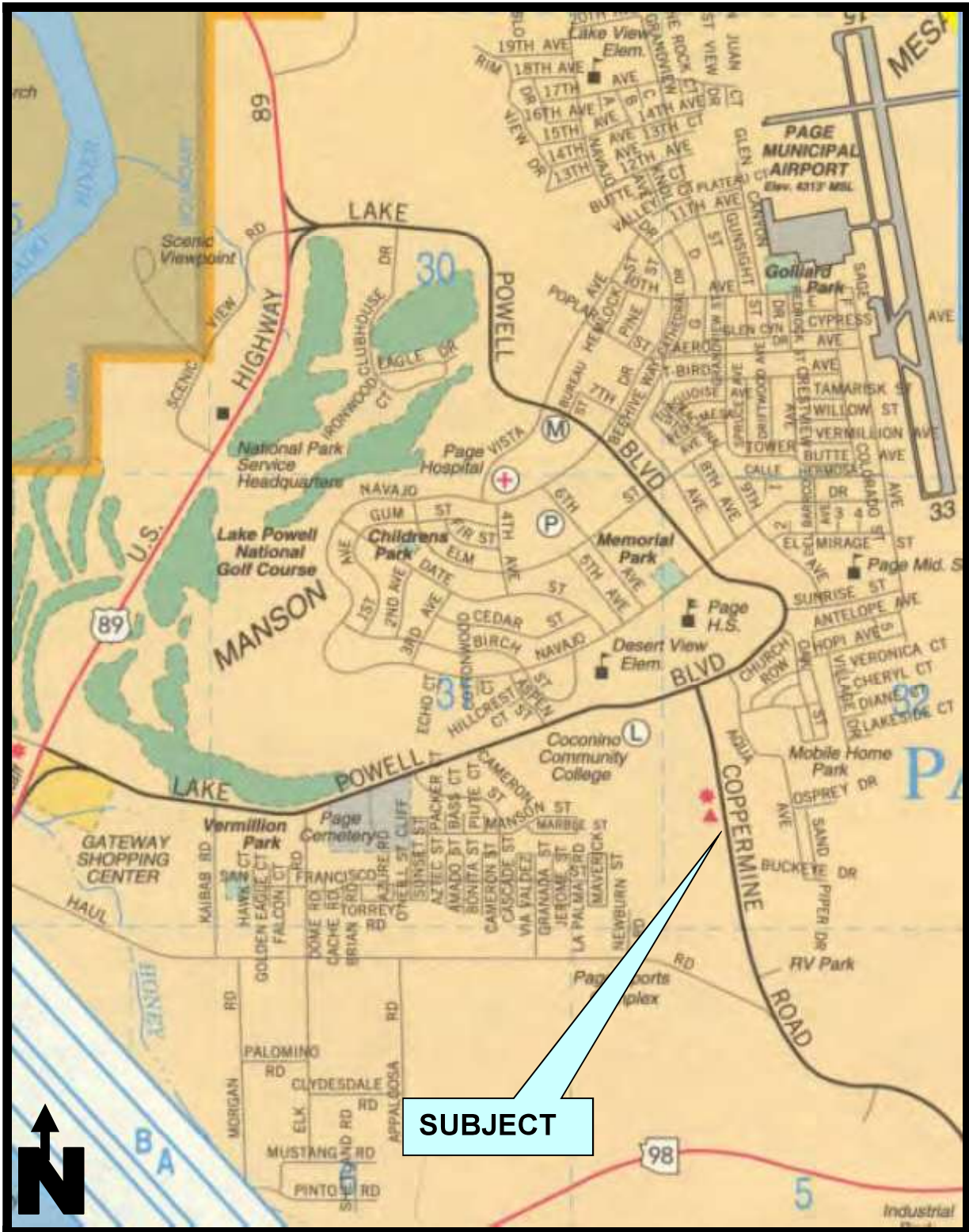
Page's primary residential neighborhoods are located on the Mesa although a growing number of residential properties are now located south of the Mesa. Single family residential properties, including some manufactured dwellings are found both north and south of North Lake Powell Boulevard. Many of the homes on the south side of Lake Powell Boulevard are the original 'Bureau Houses' developed by the Bureau of Reclamation at the time of the construction of the Glen Canyon Dam. Many of the newest and highest quality homes are located at the north end of the Mesa and some have views of Lake Powell.

Among the more prominent uses on the Mesa are the Safeway-anchored Shopping Center which includes a number of in-line shops; the older shopping center which includes The Dam Bar & Grill and Ace Hardware; the Page Hospital and several medical and dental offices, hotels, restaurants, generic light industrial and commercial buildings and the Page Airport.

The uses immediately surrounding the subject's immediate area are:

- North: The subject parcel 'wraps' around a light industrial building at the southwest corner of Coppermine Road and Osprey Street. Across Osprey is the City of Page Police Station and Fire Department facility.
- South: Vacant land then the well-established Easy Street Commercial Complex.
- East: (Across Coppermine Road) Boat storage yard then commercial and light industrial properties along Aqua Avenue.
- West: Vacant land, then the Lake Powell Mobile Home Village.

NEIGHBORHOOD MAP



Although not part of the subject neighborhood, it is important to note that much of the commercial activity in Page is now situated off of the Mesa. This shift in commercial activity has impacted the demand for properties on the Mesa.

Development in the Highway 89 Corridor was initiated with the 1991 development of the Wal-Mart-anchored Gateway Shopping Center at the southeast corner of Highway 89 and the 89 Loop. In addition, to the anchor Wal-Mart Store, this center once contained the Basha's Grocery Store, Subway Sandwich Shop, Burger King, and several in-line units. This center had become the dominant retail center in the community and has lured shoppers from the Mesa. However, Wal-Mart built a new store on the southwest corner of Highway 89 and Haul Road. This store opened in 2006 and left the major anchor unit in the Gateway Shopping Center vacant. Basha's subsequently closed their store in this center and several other vacant units are noted in this center. However, the former Wal-Mart space has now been occupied by Page Lumber. In addition, a Subway restaurant, pizza restaurant, a machine gun shooting range and other shops are now located in this center.

Among the developments along the South Loop are Page Ford Auto Dealership, Holiday Inn Express, La Quinta Inn & Suite, Super 8 Motel and Motel 6 motels, a low-income apartment complex, and the campus of the Coconino Community College and Northern Arizona University. All of these developments have been built along the south side of the 89 Loop, while the north side is consumed with Page's new Lake Powell National Golf Course.

A significant amount of commercial activity has also taken place around the Highway 89/Haul Road Roundabout. The most prominent commercial developments in this area are the Wal-Mart, McDonalds, Taco Bell, Jack-in-the-Box and Sonic Restaurants, a C-Store/gas station, Jack-in-the-Box Restaurant and several hotels including Days Inn Suites, Comfort Inn & Suites, Hampton Inn & Suites and Country Inn and Suites by Radisson. Other businesses in the immediate vicinity of the Highway 89/Haul Road Roundabout include a car and boat washing facility. A variety of small, commercial and light industrial uses and a low quality motel comprise the rest of the commercial development east of the highway on Haul Road.

Additional commercial activity has emerged in the Scenic View Subdivision located at the southwest corner of Highway 89 and Scenic View Drive, which extends west of the highway opposite the terminus of North Lake Powell Boulevard. The National Park Service has had a large office building in this subdivision for many years and a Denny's Restaurant opened circa 1996. Since then four traveler's hotels have been built in the subdivision providing evidence of the increasing tourist activity in the community.

A fairly large, light industrial and storage condominium type project known as the Easy Street Commercial Subdivision and two boat storage and service facilities are located near the intersection of Haul Road and Coppermine Road. The Page Honda dealership and Bruce's Rent-to-Own are situated just south of its intersection with Haul Road.

The Page Industrial Park is located in the south end of the community. It is minimally developed with most roads being unpaved and without curb, gutter or sidewalks. However, the area is served by a fairly complete package of utilities and is the home to numerous businesses, most notable Page Steel, Yamamoto Custom Baits, and Reddy Ice (formerly Page Ice). Several other light industrial uses, particularly those which deal with the storage or servicing of boats, storage facilities and miscellaneous uses are also found in the Industrial Park.

Utilities in the area are similar to other locations in Page. Electric power, natural gas, telephone, and City of Page sewer and water are available. An agent of the City reports that no restrictions on development in the area are presented because of utility limitations. Land values for vacant parcels in newly developed areas of Page have remained fairly stable over the past few years, although they may have trended up slightly. Financing for real estate is most likely through one of the three banks located in the community. The neighborhood is largely unaffected by nuisances or hazards. This is consistent with all of Page, which is largely without detrimental conditions, as a result of its young age.

SITE DESCRIPTION

The subject property is described below and on the following pages.

DIMENSIONS: 109.86' x 275.05' x 181.94' x 173.83' x 349.95' x 491.30' per assessors map.

SIZE: ±2.55 acres or ±111,173 square feet based on assessors map and related documents.

FRONTAGE: The parcel has ±174' of frontage on Osprey Street and ±173,93' on Coppermine Road.

POSITION: The subject parcel has some characteristics of both an interior and corner parcel.

SHAPE: The parcel is 'L' shaped (see assessor's map).

ACCESS: From north and south on Coppermine Road and the east on Osprey Street.

STREET IMPROVEMENTS: Osprey Street is an asphalt paved road with one lane in each direction. The road is improved with curb, gutter, sidewalks and streetlights. Coppermine Road is an asphalt paved road with one lane of traffic in each direction and no other improvements.

UTILITIES: Utilities in the area are noted below.

Water:	City of Page
Sewer:	City of Page
Electricity:	City of Page
Phone Service:	CenturyLink
Natural Gas:	Alliant Gas

Utilities are reportedly available to the subject site without atypical challenges.

TOPOGRAPHY: The subject parcel contains some land which is near level and some land which ranges from gently to moderately sloping terrain. The topography likely poses some challenges to development and/or higher development costs although it is not so significantly sloping that its development potential is significantly reduced.

AERIAL MAP



SOIL AND SUBSOIL: The appraiser is unaware of any soil or subsurface conditions which might reduce the utility of the site.

FLOOD ZONE: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for this portion of Page, (Panel # 04005C0400G, dated September 3, 2010), the subject property is located in Zone X, an area determined to be out of the 500 year flood plain.

HAZARDS: None noted; no environmental hazards noted.

ENCROACHMENTS: None noted or reported.

UNIT OF COMPARISON: Both price per acre and price per square foot are referenced for vacant parcels of land in Page. .

ZONING: City of Page Service Commercial District (SC). This district is intended to allow more intense outdoor light manufacturing and business uses which are compatible with the developed local economy. These uses generally require unique services such as truck delivery, outdoor storage, major motor vehicle or boat repair, or other activities or operations conducted outside an enclosed building or structure. Because of the character and intensity of these uses, this district requires public services and should be appropriately located on primary roadways or near major highways. This district does allow a Mixed-Use Overlay as a Conditional Use, as shown in Table 2.4-1, and in accordance with Section 152.027(B)(5).

FLOOD MAP

National Flood Hazard Layer FIRMette



111°22'40"W 38°54'36"N



1:6,000
Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BRE) Zone A, V, A99
- With BRE or Depth Zone AE, AH, AO, AN, VE, X, Y
- Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

OTHER AREAS

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

GENERAL STRUCTURES

- Cross Sections with 1% Annual Chance
- Water Surface Elevation
- Coastal Transsect
- Base Flood Elevation Line (BRE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transsect Baseline
- Profile Baseline
- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

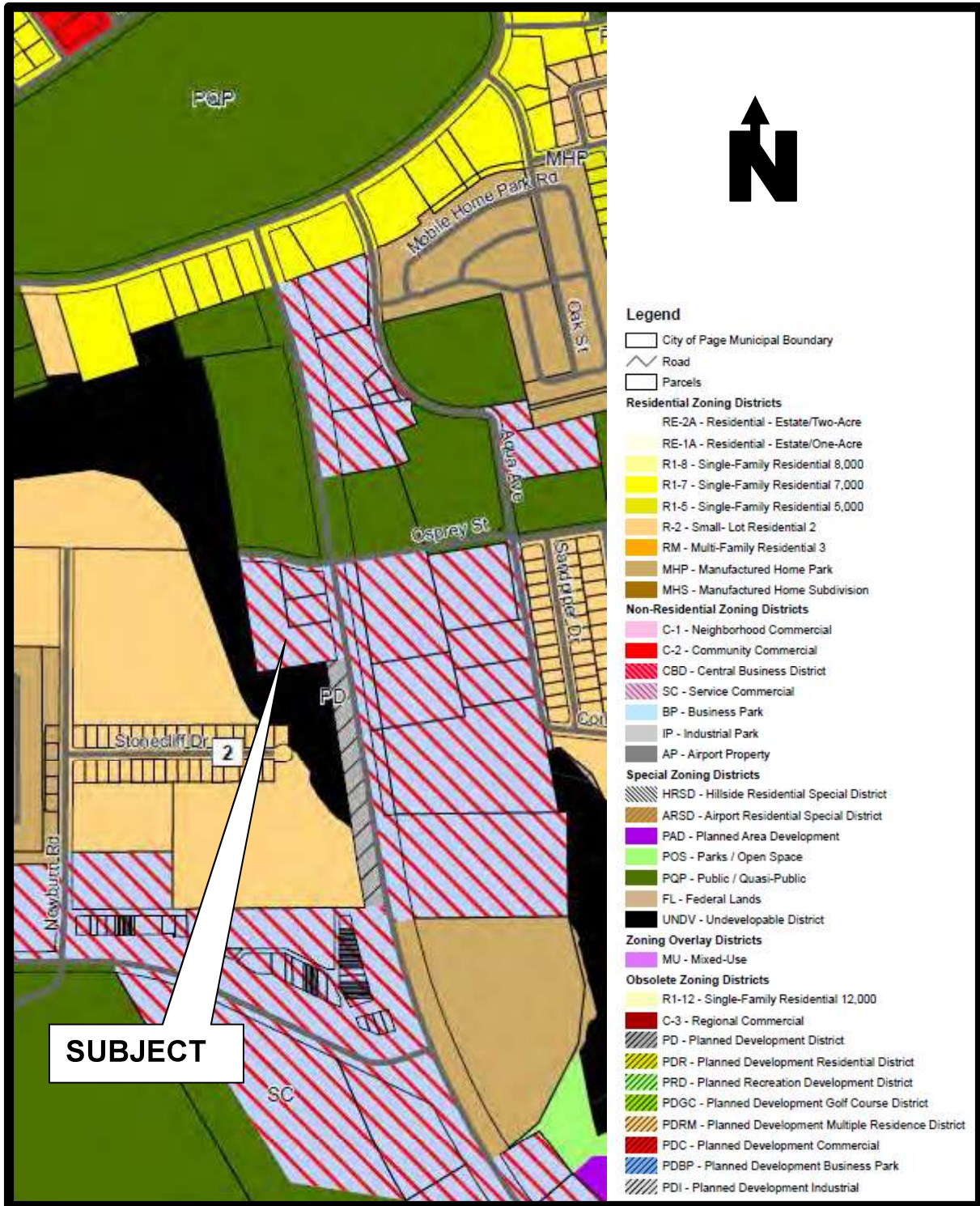
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/18/2023 at 11:35 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identification number, and FIRM effective date. Map imagery is unmappped and unmodernized areas cannot be used for regulatory purposes.

ZONING MAP



Legend

- City of Page Municipal Boundary
- Road
- Parcels
- Residential Zoning Districts**
 - RE-2A - Residential - Estate/Two-Acre
 - RE-1A - Residential - Estate/One-Acre
 - R1-8 - Single-Family Residential 8,000
 - R1-7 - Single-Family Residential 7,000
 - R1-5 - Single-Family Residential 5,000
 - R-2 - Small-Lot Residential 2
 - RM - Multi-Family Residential 3
 - MHP - Manufactured Home Park
 - MHS - Manufactured Home Subdivision
- Non-Residential Zoning Districts**
 - C-1 - Neighborhood Commercial
 - C-2 - Community Commercial
 - CBD - Central Business District
 - SC - Service Commercial
 - BP - Business Park
 - IP - Industrial Park
 - AP - Airport Property
- Special Zoning Districts**
 - HRSD - Hillside Residential Special District
 - ARSD - Airport Residential Special District
 - PAD - Planned Area Development
 - POS - Parks / Open Space
 - PQP - Public / Quasi-Public
 - FL - Federal Lands
 - UNDV - Undevelopable District
- Zoning Overlay Districts**
 - MU - Mixed-Use
- Obsolete Zoning Districts**
 - R1-12 - Single-Family Residential 12,000
 - C-3 - Regional Commercial
 - PD - Planned Development District
 - PDR - Planned Development Residential District
 - PRD - Planned Recreation Development District
 - PDGC - Planned Development Golf Course District
 - PDRM - Planned Development Multiple Residence District
 - PDC - Planned Development Commercial
 - PDBP - Planned Development Business Park
 - PDI - Planned Development Industrial

DESCRIPTION OF IMPROVEMENTS

The subject parcel is unimproved. Therefore, no description of improvements is applicable.

REAL ESTATE TAXES

The subject property is identified by the Coconino County Assessor's Office as Assessor's Parcel # 801-06-030D. The property is tax exempt.

(Tax data supplied by the Coconino County Treasurer's Office Official Website)

In the opinion of the appraiser, the assessing methods employed by Coconino County are not sufficiently refined. Therefore, meaningful relationships between full cash value, market value, and the conclusions of this report do not necessarily exist.

ANALYSIS OF DATA AND CONCLUSIONS

HIGHEST AND BEST USE

In the third edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, *highest and best use* is defined as:

*The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.*⁶

The highest and best use of land or a site as though vacant is defined as:

*“Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.”*⁷

The highest and best use of a property as improved is defined as:

*“The use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.”*⁸

The definitions of highest and best use indicate that there are two types of highest and best use. The first type is highest and best use of the land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use.

In estimating Highest and Best Use we examine possible use, permissible use, feasible use, and among the uses stated that use which will provide the highest return.

AS VACANT

In analyzing the highest and best use of the site as vacant, uses that are *legally permissible* are considered first. The legally permissible uses of the site are generally those included in the zoning designation which governs the area. The current zoning for the property is the City of Page Service Commercial (SC) zoning district. The description

⁶ The Dictionary of Real Estate Appraisal, Third Edition, page 171

⁷ The Dictionary of Real Estate Appraisal, Third Edition, page 171

⁸ The Dictionary of Real Estate Appraisal, Third Edition, page 171

of this zoning category is quite general with the apparent intent to allow for great flexibility in planning and development. Therefore, many potential uses may be found to be legally permissible and the delineation of the specific uses is difficult to make with precision.

The *physically possible* uses of the site are considered next. The subject parcel contains 2.55 acres or 111,173 square feet of land area. The site ranges from near level to moderately sloping and is impacted to some degree by physical challenges to development. However, the parcel is not so significantly sloped that development would be severely limited. It is noted that other parcels in Page which are generally similar to the subject parcel have been developed although it is likely that development costs would be somewhat higher than for a near level parcel. The property is served by existing infrastructure including roads and utilities. These physical characteristics would allow the development of a variety of office, retail, commercial, light industrial, storage and related uses. In addition, it is noted that some modest residential units have been constructed along Haul Road, an area which had historically been mostly restricted to commercial and light industrial development. This observation suggests that the demand for affordable housing in this community is strong enough that the subject parcel may be considered a good candidate for this type of development rather than commercial or light industrial. The parcel is proximate to other residential uses and some form of relatively high density residential use may be considered appropriate for the site by some prospective buyers or users. The size of the site is large enough that a variety of development plans can be accommodated on the property.

The *financially feasible* use of the site are those uses not previously eliminated which produce some return to the land. Existing infrastructure is available to the parcel. The characteristics of the property and the dynamics of the Page market suggest that the property can be used for a fairly wide range of uses. That is, the characteristics of the property do not clearly indicate any one or two most likely use or uses. In addition, speculative holding represents another use of the property which would be preferred by some property owners. In the absence of a clearly identified likely use of the property and in the absence of any type of a development plan or development cost, the financially feasible uses of the property are somewhat speculative and necessarily broad. Many commercial, light industrial, storage, similar uses and some multi-family uses may be found to be financially feasible for the site.

The *maximally productive* use of the parcel is that use which provides the greatest return to the land. Any of the aforementioned land uses might be found to be the maximally productive use of the land depending, in part, on the preference of the property owner and the demand expressed for one or more of these uses. An alternative use of the land is for speculative holding pending future development.

As Improved

The subject parcel is currently unimproved. Therefore, no analysis of the highest and best use of the parcel, as improved, is warranted.

MARKET ANALYSIS

The term *market analysis* is used broadly in economics but has more specific meaning within the appraisal discipline. For appraisers, market analysis is the identification and study of the market for a particular economic good or service. Appraisers generally consider market analysis at two levels:

- First, from a broad market viewpoint, without a specific property as the focus of the study.
- Second, from the perspective of the market in which a given property competes.

The market analysis component of an appraisal relates market conditions to the subject property and shows how the interaction of supply and demand affects the value of the subject property. It is also used to determine whether there is appropriate market support for an existing property under a specified use. The market analysis for a property also forms the basis for the highest and best use analysis of the property.⁹

The market analysis for the subject property is conducted in five steps: 1) property productivity analysis; 2.) market area delineation; 3) demand analysis; 4) competitive supply analysis; and 5) interaction of supply and demand.

1. *Property Productivity Analysis*: The subject property comprises 2.55 acres of vacant undeveloped land. The land is centrally located in an area of the community which is almost fully developed. As such, the subject parcel represents a good candidate for some type of 'infill' development.

The strengths and weaknesses of subject property relative to competing properties may be summarized as noted below.

Strengths

- Central location in the community.
- Easy access from Coppermine Road.
- Proximity to schools, shopping, churches and many businesses in the community.

Weakness

- A mix of uses in the immediate area (mobile home park, commercial, light industrial, storage, fraternal, municipal, etc.) may represent a detrimental condition for some potential users.

⁹ The Appraisal of Real Estate, Tenth Edition, The Appraisal Institute, Chicago, Ill. Page 50

2. *Market Area Delineation:* The market area for this type of property is the entire Page area. Given the isolated position of Page, virtually no overlap into other markets is applicable.

Page has grown slowly over recent years and no pronounced increase in population is anticipated. However, the Page market does benefit from a large number of tourists which travel through the area annually. Situated at the edge of scenic Lake Powell, Page is annually visited by around three million tourists who come to see Lake Powell and the Glen Canyon Recreation area. Together with the local population, the tourist trade fuels the hospitality industry including restaurants, C-stores and other uses which may be suitable for the subject site.

The demand for Page real estate has gained strength in recent years as evidenced by the construction of multiple new hotel properties. However, market conditions are still fairly sluggish and demand is moderate in the short term. The subject land would be attractive to a fairly wide range of users over the near and longer terms given the many uses which can be made of the site and its central location in the community.

The Page real estate market has been characterized by value appreciation over many years with some periods of rapid appreciation for both commercial and residential properties. According to the popular Zillow website, the market was characterized by a decline in the home value index of approximately 3% over the year preceding the date of value. However, the data relies on a relatively small sampling of home sales. It is also acknowledged that there was an extensive period of appreciation prior to the recent decline which began circa July, 2022.

Downside risks to the economic forecast in Page include the recent closure of the Navajo Generating Station which had provided approximately 700 jobs in the community. The concerns surrounding the recreational and employment opportunities associated with Lake Powell and the low water level in recent years represents another challenge to the future of economic development in the community. Other long term risks include such possibilities as: mortgage interest rates increasing to a point which would stifle new development; and inadequate employment opportunities for the new middle aged in-migrants.

3. *Demand Analysis:* In discussing the supply and demand for any type of real estate in Page, it must be noted that this community is small enough that data from secondary sources, such as published studies, are not readily available. Therefore, more general information must be considered.

The demand for vacant land is linked to new development which is spurred by the growth in population of a market area and to the number of visitors to the area. More residents and more tourists translate into a greater need for such properties. In addition, the millions of tourists who visit Page each year represent a huge economic impact on the community and fuel the demand for tourist related facilities. In particular, the need for affordable housing has been noted in this market and the subject property may be viewed as a good candidate for some type of subsidized or free-market, lower income housing.

The central location of the subject parcel would tend to attract greater demand than would some competing properties although the below average exterior conformity may be considered a detrimental condition for some prospective buyers..

4. *Competitive Supply:* The primary determinant of supply is the existing supply of undeveloped land in comparable locations in Page. As a result of the history of the community the supply of land in the subject corridor and in competing locations is extensive. As noted, the City of Page is the predominant land owner in the community and it actively promotes the sales of city owned parcels to private developers and users. There is a vast supply of land which may be considered as alternatives to the subject land.

5. *Interaction of Supply and Demand:* The previous analyses conclude that the demand for vacant land has grown slowly but steadily in response to the expanded tourism and modest long-term population growth in the community. Over the longer term this demand is expected to persist.

6. *Forecast Subject Capture:* As noted, the demand for undeveloped land suitable for development in Page has been mixed over recent years. However, the central location of the subject property, its physical characteristics which would facilitate its development and the many and varied uses which can be made of the parcel suggest that demand for the subject parcel may be greater than for many other vacant parcels in the market.

APPROACHES TO VALUE

In the valuation of real estate, three approaches to value are generally recognized.

COST APPROACH: *That approach in appraisal analysis which is based on the proposition that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. It is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site and for which there exists no comparable properties on the market.*¹⁰

SALES COMPARISON APPROACH: *Traditionally, an appraisal procedure in which the market value estimate is predicated upon prices paid in actual market transactions and current listings, the former fixing the lower limit of value in a static or advancing market (price wise), and the latter fixing the higher limit in any market. It is a process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the property being appraised. The reliability of this technique is dependent upon; (a) the availability of comparable sales data, (b) the verification of sales data, (c) the degree of comparability or extent of adjustment necessary for time differences, and (d) the absence of non-typical conditions affecting the sale price.*¹¹

INCOME CAPITALIZATION APPROACH: *That procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate. The income approach is widely applied in appraising income-producing properties. Anticipated future income and/reversion are discounted to a present worth figure through the capitalization process.*¹²

In essence, all approaches to value (particularly when the purpose of the appraisal is to establish market value) are market data approaches since the data inputs are presumed to be market derived.

In the valuation of the subject property, only the sales comparison approach is considered applicable. All emphasis is placed on this approach to value.

¹⁰ Byrl N. Boyce, Ph.D. Real Estate Appraisal Terminology (Cambridge, Mass., 1975) page 53

¹¹ Boyce, Real Estate Appraisal Terminology, page 136

¹² Boyce, Real Estate Appraisal Terminology, page 112

LAND VALUATION

SALES COMPARISON APPROACH

In order to estimate the value of the subject land, a search has been made for recent sales and listings of parcels of vacant land which are similar to the subject in location, land area, utility and physical characteristics. The appraiser has conducted such a search for parcels in the subject's immediate area and in competing locations in Page.

The land valuation herein is based upon the economic theory of substitution which holds that an informed buyer would pay no more for a piece of property than an equally desirable one. The most common units of comparison for large parcels of land in this market are the price per square foot and price per acre. Both units of comparison are used in Page. For the purpose of this analysis, each comparable sale is reduced to price per square foot.

Introduction of Comparable Sales & Listings

In order to estimate the value of the subject land, a search has been made for recent vacant land sales of parcels which are similar to the subject in location, land area, utility and physical characteristics. The appraiser has conducted a search for such parcels in the subject's immediate area and in competing locations in Page. This search revealed several sales and listings of vacant parcels which are meaningful in the valuation of the subject site. However, it is noted that the scarcity of comparable sales in Page results in the inclusion of some sales and listings which are only minimally similar to the subject.

Of the many sales and listings initially researched by the appraiser, six are introduced as comparables in this analysis. The land transactions used in the valuation of the subject site are summarized on the following page.

COMPARABLE LAND SALES

1. AP# 802-09-012C; 512 Haul Road, Page:
1/22 Sale @ \$220,000/56,628 SF = \$3.89/SF
2. AP# 802-16-013D; West side of Sandhill Road, Page:
11/21 Sale @ \$525,000/173,369 SF = \$3.03/SF
3. AP# 802-18-008Y; 643 Haul Road @ Honey Draw; Page:
4/21 Sale @ \$650,000/283,575 SF = \$2.29/SF
4. AP# 802-09-012B; North side of Haul Road, East of Via Valdez, Page:
3/21 Sale @ \$200,000/59,242 SF = \$3.38/SF
5. AP# 802-10-007W; Coppermine Road, SE of Bruce's Rent to Own, Page:
5/19 Sale @ \$100,000/50,094 SF = \$2.00/SF
6. AP# 801-13-003D; SWC of 13th Avenue & North Navajo Drive, Page:
5/18 Sale @ \$371,000/136,778 SF = \$2.71/SF

The comparable sales all refer to vacant parcels of land in locations which directly or indirectly compete with the subject location in Page. They are summarized in the chart below and further identified in the paragraphs which follow.

COMPARABLE LAND CHART

COMP #	PROPERTY ID	SALE DATE	EFFECTIVE* SALE PRICE	SIZE IN SF	AT SALE ZONING	CURRENT ZONING	PRICE \$/SF
1.	512 Haul Road	1/22	\$220,000	56,628	SC	SC	\$3.89
2.	W side of Sandhill Road	11/21	\$525,000	173,369	PD	RM	\$3.03
3.	643 Haul Road	4/21	\$650,000	283,575	PD	SC	\$2.29
4.	North side of Haul Road	3/21	\$200,000	59,242	SC	SC	\$3.38
5.	Coppermine Road	5/19	\$100,000	50,094	SC	SC	\$2.00
6.	SWC 13 th Ave/N. Navajo Dr.	5/18	\$371,000	136,778	PD	PDRM	\$2.71
Means:				126,614			\$2.88
Subject: 111,173					N/A	SC	

*May reflect adjustments for: Rights Conveyed, Financing Terms, Conditions of Sale, Expenditures After Sale.

Discussion of Comparable Sales:

Comparable #1 represents the sale of a parcel of land located on the north side of Haul Road between Newburn and Via Valdez. This parcel is located near the subject and, like the subject, is centrally located in the community. This parcel is zoned to allow many commercial uses and its location with frontage on Haul Road would support commercial and light industrial uses although it is also noted that a few residential properties offering affordable housing are being developed on Haul Road with others contemplated for just north of Haul on Newburn. As such, the comparable is viewed as being generally similar to the subject with respect to location and intensity of use. The comparable is smaller than the subject and an adjustment is required for parcel size. The comparable has more near level terrain and is judged to be superior to the subject with respect to topography.

Comparable #2 represents the sale of a parcel of land located on Sandhill Road south of Haul Road and just east of Highway 89. This parcel is considered to be generally similar to the subject with respect to its location and development horizon. The comparable is slightly larger than the subject and receives a small adjustment for parcel size. According to Ms. Heather Rankin of Rankin Realty, a previous, 2016, sale for \$156,000 was impacted by atypical conditions of sale since it was a pre-foreclosure sale which sold for an amount which is viewed as being well below market. Therefore, this prior sale is removed from further consideration. Ms. Rankin further reports that the property had been listed for \$755,000 prior to the 2021 sale for \$525,000. The comparable is generally similar to the subject with respect to other elements of comparison and no other adjustments are required.

Comparable #3 is the 2021 sale of a parcel of land on the south side of Haul Road at Honey Draw west of Comparable #1. Like the other 'comparables' this property differs from the subject in some respects. However, it is included in the analysis in view of the scarcity of the sales and listings of even remotely similar parcels in Page. The parcel is a relatively long, narrow parcel of land located on the south side of Haul Road at Honey Draw, a short distance east of Highway 89. This parcel is judged to be similar to the subject with respect to location and development horizon. The comparable is larger than the subject, is characterized by irregular shape and is only slightly superior to the subject with respect to topography. According to Ms. Gracie Burton, the listing broker, this parcel is a good parcel that is suitable for a fairly wide range of multi-family residential uses as well as many commercial and light industrial uses.

Comparable #4 represents the sale of a parcel of land located adjacent to Comparable #1 on the north side of Haul Road between Newburn and Via Valdez. Like the neighboring parcel, this comparable is considered to be generally similar to the subject in location. It is also smaller than the subject and is adjusted for parcel size. The comparable has more near level terrain and is judged to be superior to the subject with respect to topography.

Comparable #5 represents the sale of a parcel of land located on Coppermine Road near the Bruce's Rent-to-Own store. This comparable is removed by a short distance from the more fully developed areas in Page than is the subject and is judged to be slightly inferior

to the subject in location. Like Comparables #1 and 3, this parcel is smaller than the subject and is adjusted for parcel size. The comparable is also viewed as being similar to the subject with respect to topography and other elements of comparison.

Comparable #6 is the sale of a parcel of land located on the Mesa at North Navajo Drive and 13th Avenue. This property is considered to be somewhat superior to the subject in location due to its position on the Mesa and in a popular residential neighborhood. This property is being developed with a townhouse project. It is slightly larger than the subject and no adjustment for parcel size is indicated. It is superior to the subject with respect to topography.

Adjustments to Comparable Sales

The comparable sales are analyzed with respect to various *elements of comparison*. Such characteristics as *property rights conveyed, financing terms, conditions of sale, expenditures after the sale, market conditions, location, physical characteristics, and zoning* have been studied in the analysis of the comparable sales. The adjustments made to the comparable sales are summarized in the adjustment grid on the following page.

LAND ADJUSTMENT GRID

Comparable Number	SUBJECT	1	2	3	4	5	6	Means
Property Identification	Osprey/Coppermine	512 Haul Rd	Sandhill Rd	643 Haul Rd	Haul/E Via Valdez	Copper/Bruces	Navajo/13th Ave	
Size In Square Feet	111,173	56,628	173,369	283,575	59,242	50,094	136,778	126,614
Transaction Price	N/A	\$220,000	\$525,000	\$650,000	\$200,000	\$100,000	\$371,000	
Price Per SF	N/A	\$3.89	\$3.03	\$2.29	\$3.38	\$2.00	\$2.71	\$2.88
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	
Adjustment %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjustment \$		\$0	\$0	\$0	\$0	\$0	\$0	
Financing Terms	Cash Equivalent	Cash	Cash	OCB	Cash	Cash	OCB	
Adjustment %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjustment \$		\$0	\$0	\$0	\$0	\$0	\$0	
Conditions of Sale	Typical	Typical	Typical	Typical	Typical	Typical	Typical	
Adjustment %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjustment \$		\$0	\$0	\$0	\$0	\$0	\$0	
Improvements	Typical	Typical	Typical	Typical	Typical	Typical	Typical	
Adjustment %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjustment \$		\$0	\$0	\$0	\$0	\$0	\$0	
Expend. After Sale	None	Typical	Typical	Typical	Typical	Typical	Typical	
Adjustment %		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Adjustment \$		\$0	\$0	\$0	\$0	\$0	\$0	
Adjusted Price		\$220,000	\$525,000	\$650,000	\$200,000	\$100,000	\$371,000	
Adjusted Price/SF		\$3.89	\$3.03	\$2.29	\$3.38	\$2.00	\$2.71	\$2.88
Date of Valuation	10/17/2023							
Market Conditions	7/1/2022	1/1/2022	11/1/2021	4/1/2021	3/1/2021	5/1/2019	5/1/2018	
Adjustment %	5.0%	2%	3%	6%	7%	16%	21%	
Adjustment \$		\$5,455	\$17,404	\$40,603	\$13,342	\$15,849	\$77,351	
MC-Adjusted Price		\$225,455	\$542,404	\$690,603	\$213,342	\$115,849	\$448,351	
MC-Adjusted \$/SF		\$3.98	\$3.13	\$2.44	\$3.60	\$2.31	\$3.28	\$3.12
Location	Osprey/Coppermine	Similar	Similar	Similar	Similar	Inferior	Superior	
Adjustment %		0%	0%	0%	0%	15%	-15%	
Adjustment \$		\$0.00	\$0.00	\$0.00	\$0.00	\$0.35	(\$0.49)	
Physical Character, Size in Square Feet	111,173	56,628	173,369	283,575	59,242	50,094	136,778	
Configuration	Slightly Irregular	Superior	Similar	Narrow	Superior	Similar	Similar	
Adjustment %		-10%	-5%	20%	-10%	-10%	0%	
Adjustment \$		(\$0.40)	(\$0.16)	\$0.49	(\$0.36)	(\$0.23)	\$0.00	
Vegetation/View	Typical	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %		0%	0%	0%	0%	0%	0%	
Adjustment \$		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Topography/Flood	NL to Mod. Slope	Superior	Similar	Similar	Superior	Similar	Superior	
Adjustment %		-10%	0%	0%	-10%	0%	-5%	
Adjustment \$/SF		(\$0.40)	\$0.00	\$0.00	(\$0.36)	\$0.00	(\$0.16)	
Infrastructure	Available	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %		0%	0%	0%	0%	0%	0%	
Adjustment \$/SF		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Physical	Typical	N/A	N/A	N/A	N/A	N/A	N/A	
Adjustment %		0%	0%	0%	0%	0%	0%	
Adjustment \$/SF		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Zoning/Density/Use	SC	Similar	Similar	Similar	Similar	Similar	Similar	
Adjustment %		0%	0%	0%	0%	0%	0%	
Adjustment \$/SF		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Indicated Price \$/SF		\$3.18	\$2.97	\$2.93	\$2.88	\$2.43	\$2.62	\$2.84
Net Adjustment \$/SF		-\$0.71	-\$0.06	\$0.64	-\$0.50	\$0.43	-\$0.09	
Net Adjustment %		-18.3%	-2.0%	27.9%	-14.8%	21.5%	-3.3%	

Conclusion of Land Value

The unadjusted unit prices extracted from the comparables range from \$2.00 to \$3.89 per square foot, a fairly wide range. The mean price is \$2.88 per square foot.

After all adjustments are applied in this analysis, the range is narrowed to \$2.43 to \$3.18 per square foot and the mean becomes \$2.84 per square foot. When the high and low values are reduced in emphasis, the range is narrowed further to \$2.62 to \$2.97 per square foot. The mean for this subset is \$2.85 per square foot.

Some emphasis is placed on the fully adjusted unit values extracted from all of the comparables and on the means for all values and the subset with the high and low values removed. A unit value equal to \$2.85 per square foot unit value is concluded for the subject property. The total value of this parcel is calculated as shown below.

111,173 Square Feet @ \$2.85/SF = \$316,843
Rounded to: \$315,000

VALUE CONCLUSIONS

The indications of value produced using the applicable valuation procedures are summarized as shown below.

Sales Comparison Approach: \$315,000
Cost Approach: N/A
Income Capitalization Approach: N/A

Because only one approach to value is considered applicable in the valuation of the subject parcel, all emphasis is placed on this approach to value and an opinion of market value equal to \$315,000 is concluded for the subject property.

By reason of my investigation and having given careful consideration to the factors which affect real estate value, I have concluded the following market value of the fee simple interest in the subject property, 'As Is', as of October 17, 2023:

**THREE HUNDRED FIFTEEN THOUSAND DOLLARS
(\$315,000)**

EXPOSURE TIME & MARKETING TIME

This discussion includes analysis of both the *exposure time* and *marketing time*. Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Marketing time is the length of time it would probably take to sell the property if it were placed on the market on the date of valuation. This period of time begins with the date of valuation.

Both exposure and marketing time for the subject property are very subjective given the lack of activity for vacant land in this submarket. As noted, the appraiser is aware of only a few sales in the past few years although there is evidence of an increase in activity suggesting greater demand. Furthermore, the subject property is very well located in the community. As a result, it would not be surprising to find that it would take a short to moderate period of time to locate a buyer with a preference for the subject's specific characteristics.

Based on these observations, it is concluded that the exposure time is approximately one year. In the absence of evidence which suggests that the market is likely to accelerate markedly in the foreseeable future, the exposure and marketing times for the subject property are generally the same.

A D D E N D A

Subject Photos
Zoning Ordinance
Comparable Location Maps
Comparable Photos
Letter of Engagement
Certification
Standard Assumptions and Limiting Conditions
Appraiser's State Certificate
Appraiser's Qualifications

2.55 Acres, Osprey Street & Coppermine Road, Page, Arizona
Subject Photographs



View of the subject property taken from the Osprey Street frontage.



View of the subject property taken from the Coppermine Road frontage.



Street view looking north on Coppermine Road.



Street view looking south on Coppermine Road.



Street view looking east on Osprey Street.



Street view looking west on Osprey Street.



Typical terrain contained in the subject property.



Typical terrain contained in the subject property.



Typical terrain contained in the subject property.

windows may be arched or rectangular, bayed out or recessed, have raised borders, awnings, planter boxes or shutters.

(c) All building facades should be designed with architecturally finished materials, with the following recommended primary façade building materials:

1. Modular masonry materials such as brick, block, and stone;
2. Precast concrete or aggregate panels with a decorative finish;
3. Stucco or stucco-like materials;
4. Wood, provided surfaces are finished for exterior use or wood of proven exterior durability; or
5. Other materials as determined by the Director.

(4) Site design/orientation guidelines.

(a) Buildings, structures, open space areas and other features shall be oriented to protect and/or enhance major vistas and panoramas that give special emphasis to mountains, mesas, lake views, and special man-made or natural landmarks.

(b) On-site pedestrian walks shall be provided to connect street sidewalks to primary commercial and mixed-use building entries by the most direct route practicable. Multi-building developments shall minimize auto/pedestrian conflicts and maximize convenient pedestrian access between buildings.

(c) Openings for vehicular uses, such as garage door bays used to access vehicles into and out of a building for repair or storage, must be located on facades that do not face the primary street.

(5) Circulation.

(a) The primary vehicular access into a multi-family project shall be through an entry drive rather than a parking lot drive.

(b) Developments along ADOT controlled roadways shall complete a traffic study analysis, including access needs, traffic control needs, highway expansion needs, drainage management plan, and/or a cost sharing plan. ADOT approval will be required as part of the development plan approval process.

(c) Access points along primary gateway roadways shall be placed and designed in accordance with ADOT and/or city requirements.

(6) Utilities. All on and off-site electric and communication utility lines shall be placed underground. To allow for future connections and extensions, all underground utilities shall be extended a minimum of two feet (2'-0") beyond the farthest property boundary, to prevent damaging existing pavement or landscaping when future utility extensions are made.

(F) Additional development standards.

(1) Setback and height exceptions. See Sections 152.035 through 152.037 for additional development and design regulations.

(2) Parking and loading requirements. See Section 152.056 for additional development and design regulations.

(3) Landscaping and screening requirements. See Section 152.057 for additional development and design regulations.

(4) Signage requirements. See Section 152.058 for additional development and design regulations.

(5) Exterior lighting requirements. See Section 152.059 for additional development and design regulations.

(6) Further reference, as appropriate, should be given to the city International Building Codes (IBC), Fire Codes, Subdivision Regulations, and the Floodplain Management ordinance.

§ 152.028 BUSINESS AND INDUSTRIAL DISTRICTS.

(A) General purpose. The purpose of the Business and Industrial Districts is to provide areas that promote employment opportunities while also protecting desired or established residential and commercial areas from the potential objectionable influences these uses may create.

(B) Business and Industrial Districts.

(1) **Business Park District (BP).** This district is intended to provide sites for a range of business research and business park uses, including office and administrative uses, designed to be conducted wholly within enclosed buildings. Light manufacturing uses conducted wholly indoors that complement the business or research park use that are free from nuisance factors may be permitted if pertinent to the primary use. This district encourages the development of attractive buildings in a campus type setting on landscaped sites which may be close to residential areas.

(2) **Service Commercial District (SC).** This district is intended to allow more intense outdoor light manufacturing and business uses which are compatible with the developed local economy. These uses generally require unique services such as truck delivery, outdoor storage, major motor vehicle or boat repair, or other activities or operations conducted outside an enclosed building or structure. Because of the character and intensity of these uses, this district requires public services and should be appropriately located on primary roadways or near major highways. This district does allow a Mixed-Use Overlay as a Conditional Use, as shown in Table 2.4-1, and in accordance with Section 152.027(B)(5).

(3) **Industrial Park District (IP).** The intent of this district is to provide for heavier or more intense industrial uses in areas which do not encroach on the community's residential environment. Uses in this district generally include manufacturing and industrial activities that may generate nuisances that cannot be adequately mitigated on site. The IP district is not appropriate adjacent to any residential district.

(C) **Business and industrial use standards.** Table 2.4-1: Table of Allowed Uses for Business and Industrial Districts, lists land uses permitted by right (P), permitted with approval of a conditional use permit (C) in accordance with Section 152.091, or prohibited in each zoning district (NP). The Use Table also includes references to additional use-specific standards that may be applicable to that use. The organization headings and individual abbreviations utilized in the table are explained as follows:

(1) **Use category.** The "use categories" are intended merely as an organizational tool and are not regulatory. These use categories simply help to organize the list of "specific use types" into common groupings for ease of reference.

(2) **Specific use type.** The "specific use types" are regulatory and function as the basis for defining present and future land uses that are appropriate in each zoning district. Rather than list every possible individual land use type, this list classifies individual land uses and activities into specific use types based on common functional, product or physical characteristics; such as the type and amount of activity, the type of customers or residents, and how goods or services are sold or delivered and site conditions. Further definitions of each specific use type can be found in Section 152.035 through 152.037.

(3) **Use-specific standards.** Section numbers listed in the "Supplemental Use Regulations" column denote the location of additional regulations that are applicable to the specific use type; however, provisions in other sections of this chapter may also apply.

(4) **Non-specified uses.** When a use cannot be reasonably classified into a specific use type, or appears to fit into multiple specific use types, the Director is authorized to determine the most similar and thus most appropriate specific use type based on the actual or projected characteristics of the individual use or activity (including but not limited to size, scale, operating characteristics and external impacts) in relationship to the specific use type definitions provided in Sections 152.035 through 152.037. Appeal of the Director's decision may be made to the Board of Adjustment following the procedures under Section 152.086(K).

<i>Table 2.4-1: Table of Allowed Uses for Business and Industrial Districts</i>					
<i>Use Category</i>	<i>Specific Use Type</i>	<i>P = Permitted Use C = Conditional Use NP = Not Permitted</i>			
		<i>Business and Industrial Zoning Districts</i>			
		<i>BP</i>	<i>SC</i>	<i>IP</i>	<i>Supplemental Use Regulations</i>
	Dwelling, Live/Work	NP	C	NP	

Residential Use Category	Mixed-Use Overlay	NP	C	NP	152.027(B)(5)
Public and Semi Public Use Category	Bus Terminal	P	P	P	
	Campground/RV Park	NP	C	NP	152.045(I)
	Cemetery	P	P	NP	
	Crematorium or Funeral Parlor	P	P	NP	
	Government Offices and Civic Buildings	P	P	P	
	Hospitals	P	P	NP	
	Public Safety Facility	P	P	P	
	Religious Assembly	P	P	P	152.045(V)
	Solar Generation Facility	P	P	P	
	Utility Facility and Service Yard, Major	C	C	P	
	Utility Facility, Minor	P	P	P	
	Wireless Communication Facility (WCF) (including Tower and Supporting Facilities)	P	P	P	152.045(CC)
Commercial Use Category	Adult Entertainment Business	NP	NP	P	152.045(B)
	Animal Training	NP	P	P	152.045(C)
	Animal Kennel/Shelter	NP	P	P	152.045(C)
	Animal Hospital/Veterinarian	C	P	P	152.045(C)
	Automobile/Boat, Rentals	P	P	NP	152.045(G)
	Automobile/Boat, Repair Major	NP	P	P	152.045 (E)
	Automobile/Boat, Repair Minor	P	P	P	152.045(F)
	Automobile/Boat, Sales and Leasing	P	P	NP	152.045(G)
	Bar, Lounge, or Tavern	P	P	C	
	Business Services	P	P	C	
	Car Wash	P	P	NP	
	Commercial Entertainment, Indoor	P	P	NP	
	Commercial Entertainment, Outdoor	C	C	P	
	Convenience Store	P	P	P	152.045(L)
	Farmers Market, Permanent	P	P	P	
Feed Store	P	P	P		

	Fitness and Sports Center	P	P	NP	
	Flea Market	P	P	P	
	General Personal Services	C	P	NP	
	General Recreation, Indoor	P	P	C	
	General Recreation, Outdoor	NP	C	P	
	Instructional Services or Trade Schools	P	P	P	
	Medical Marijuana Dispensary, Operation or Cultivation	NP	C	NP	152.045(Q)
	Microbrewery or Craft Distillery	NP	P	C	152.045(R)
	Non-Chartered Financial Institution (Check Cashing)	NP	P	NP	
	Nursery, Commercial	NP	P	P	
	Office Business or Professional	P	P	P	
	Parking Lots and Parking Structure	P	P	P	
	Restaurant	P	P	P	
	Restaurant, with Drive Through	P	P	P	152.045(M)
	Retail, General	NP	P	C	
	Retail, General with Drive Through	NP	P	C	152.045(M)
	Retail, Large	C	P	NP	
	Retail, Smoke/Vape Shop	NP	P	NP	
	Retail, Pawn Shop	NP	P	NP	
	Self-Storage, Indoor	P	P	P	152.045(Y)
	Service Station	P	P	NP	152.045(Z)
	Service Station with Car Wash	P	P	NP	152.045(Z)
	Tour Services	P	P	P	152.045(AA)
	Wholesale Establishment	P	P	P	
Industrial Use Category	Assembly, Light	P	P	P	
	Auctions, Indoor	P	P	P	
	Auto Wrecking and Salvage Yard	NP	NP	P	
	Building Materials Sales, Indoor Retail	P	P	P	
	Building Materials Sales, Outdoor or Wholesale	NP	P	P	
	Distribution Yard, Outdoor	NP	NP	P	

	Distribution/Warehousing Center, Indoor	C	NP	P	
	Heavy Rental, Outdoor	NP	P	P	
	Indoor Storage (Boat, RV)	P	P	P	152.045(F)(3)
	Manufacturing, Heavy	NP	NP	P	
	Manufacturing, Light	P	P	P	
	Outside Storage (Boat, RV)	NP	C	P	152.045(T)
	Recycling Center	NP	NP	P	
	Research Laboratory	P	P	P	
	Resource Extraction	NP	NP	C	
	Truck Stop	NP	P	P	
	Waste Facility, Landfill	NP	NP	C	
	Waste Facility, Transfer Station	NP	NP	C	
	Wholesale Establishment	P	P	P	

(D) Business and industrial development standards. The following development standards identified in Table 2.4-2 apply to all principal uses and structures in Business and Industrial Districts, except as otherwise expressly stated in this code. General exceptions to these regulations and rules for measuring compliance can be found in Sections 152.035 through 152.037. Regulations governing accessory uses and structures can be found in Section 152.046.

Zoning District		BP	SC	IP
Lot Dimensions, minimum	Lot width (feet)	60	-	75
Setbacks, minimum	Front, (feet)	20 ^[1]	20 ^[1]	30 ^[1]
	Side, (feet)	15 ^[2]	15 ^[2]	20 ^{[1][2]}
	Side, (feet) Adjacent to Residential	30 ^[1]	50 ^[1]	NP
	Rear, (feet)	15	15	20
	Rear, (feet) Adjacent to Residential	30	50	75
Lot Coverage, maximum (%)		50	60	-
Building Height, maximum (feet)		30	40	50
<p>[1] Front and side setback for street facing parking areas shall be a minimum of 15 feet.</p> <p>[2] Zero setbacks are permitted for structures if adjacent structures also have zero setbacks and regulations of the building code in force at the time of the review are met.</p>				

(E) Business and industrial site and architectural design guidelines. The business and industrial design guidelines contained in this section have been established to: recognize the unique needs and characteristics of development in business and industrial use settings; protect and promote long-term

economic vitality through the promotion of high quality development; and minimize adverse impacts to existing neighborhoods and anticipated growth areas.

(1) Applicability.

(a) These requirements shall apply to development or renovation of buildings within any Business and Industrial Zoning District, unless otherwise specified within this section.

(b) These guidelines will be used as a framework for evaluating development proposals and for commenting on the design aspects of those proposed projects. The city general development and subdivision regulations should also be referenced for additional site design standards specifically applicable to industrial developments.

(2) Service Commercial (SC) Zoning District development guidelines. The Service Commercial Zoning District allows for the placement of a wide range of business and employment type uses. Given its service-related function, this district is often found in close proximity to established residential neighborhoods. For these reasons, there is a greater degree of attention given to how this district relates to adjacent uses. The following concepts shall serve as a framework to guide development within the Service Commercial Zoning District.

(a) *Screening adjacent to residential.* Any uses in an SC Zoning District which abuts or is across a street, alley or open space from a residential use or zone shall provide a landscape buffer at least 15 feet in width. The landscape buffer shall include a minimum of one spreading tree per 30 linear feet. A fence or wall having the opacity of a solid wall shall also be installed on the residential side of the landscape buffer along all common parcel boundaries. Cyclone or chain link fence shall not satisfy this requirement.

(3) Industrial Park (IP) Zoning District developments adjacent to a residential development or zoning district are prohibited.

(4) Properties with frontage along primary gateway roadway corridors. Development or renovation of buildings within any Business and Industrial Zoning District fronting onto U.S. Highway 89, Lake Powell Boulevard, Coppermine Road, or State Route 98 shall adhering guidelines:

(a) *Prohibited uses.* The following uses are prohibited within any Business and Industrial Zoning District fronting onto U.S. Highway 89, Lake Powell Boulevard, Coppermine Road, and State Route 98:

1. Adult entertainment business;
2. Auto wrecking and salvage yard; and
3. Heavy rental, outdoor.

(b) *Architectural guidelines.*

1. Natural materials and deep earth tone colors are preferred, and design elements should not consist primarily of metal, glass, plastic, highly reflective materials and bright colors. Such materials may have limited application in trim or accent areas but should not be predominant visual elements of the building(s) or site improvements.

2. Large bland monolithic façades or rooflines and repetition of very simple details which become monotonous in character should be avoided. Building elevations should create a unique character which is emphasized through interesting architectural details or façade articulation in each component. For example, windows may be arched or rectangular, bayed out or recessed, have raised borders, awnings, planter boxes or shutters.

3. All building facades should be designed with architecturally finished materials, with the following recommended primary façade building materials:

- a. Modular masonry materials such as brick, block, and stone;
- b. Precast concrete or aggregate panels with a decorative finish;
- c. Stucco or stucco-like materials;
- d. Wood, provided surfaces are finished for exterior use or proven for exterior durability; or
- e. Other materials as determined by the Director.

(c) *Site design/orientation guidelines.*

1. Buildings, structures, open space areas and other features shall be oriented to protect and/or enhance major vistas and panoramas that give special emphasis to mountains, mesas, lake views, and special man-made or natural landmarks.

2. Multi-building developments shall minimize auto/pedestrian conflicts and maximize convenient pedestrian access between buildings.

3. Openings for vehicular uses, such as garage door bays used to access vehicles into and out of a building for repair or storage, must be located on façades that do not face the primary street.

(d) *Circulation.*

1. Developments along ADOT controlled roadways shall complete a traffic study analysis, including access needs, traffic control needs, highway expansion needs, drainage management plan, and/or a cost sharing plan. ADOT approval will be required as part of the development plan approval process.

2. Access points along primary gateway roadways shall be placed and designed in accordance with ADOT and/or city requirements.

(F) *Additional development standards.*

(1) *Setback and height exceptions.* See Sections 152.035 through 152.037 for additional development and design regulations.

(2) *Parking and loading requirements.* See Section 152.056 for additional development and design regulations.

(3) *Landscaping and screening requirements.* See Section 152.057 for additional development and design regulations.

(4) *Signage requirements.* See Section 152.058 for additional development and design regulations.

(5) *Exterior lighting requirements.* See Section 152.059 for additional development and design regulations.

(6) *Utilities.* All on-site and off-site electric and communication utility lines shall be placed underground. To allow for future connections and extensions, all underground utilities shall be extended a minimum of two feet (2'-0") beyond the farthest property boundary, to prevent damaging existing pavement or landscaping when future utility extensions are made.

(7) Further reference, as appropriate, should be given to the city International Building Codes (IBC), Fire Codes, Subdivision Regulations, and the Floodplain Management ordinance.

§ 152.029 PLANNED DEVELOPMENT (PD) DISTRICTS.

(A) On or after **April 22, 2023**, any request for a Planned Development (PD) zoning district type or for modification or change in an approved PD zoning district type shall be made pursuant to §152.030.

§ 152.030 PLANNED AREA DEVELOPMENT (PAD) DISTRICT.

(A) Any request for a Planned Area Development (PAD) zoning district or for modification or change in an approved PD zoning district shall be made pursuant to this section.

(B) *General purpose.* A Planned Area Development (PAD) is intended to allow an applicant maximum flexibility in exchange for a more creative approach to land planning and building design that could not be achieved through strict adherence to the terms of this code. PADs may be approved pursuant to the procedure and approval criteria in Section 152.090.

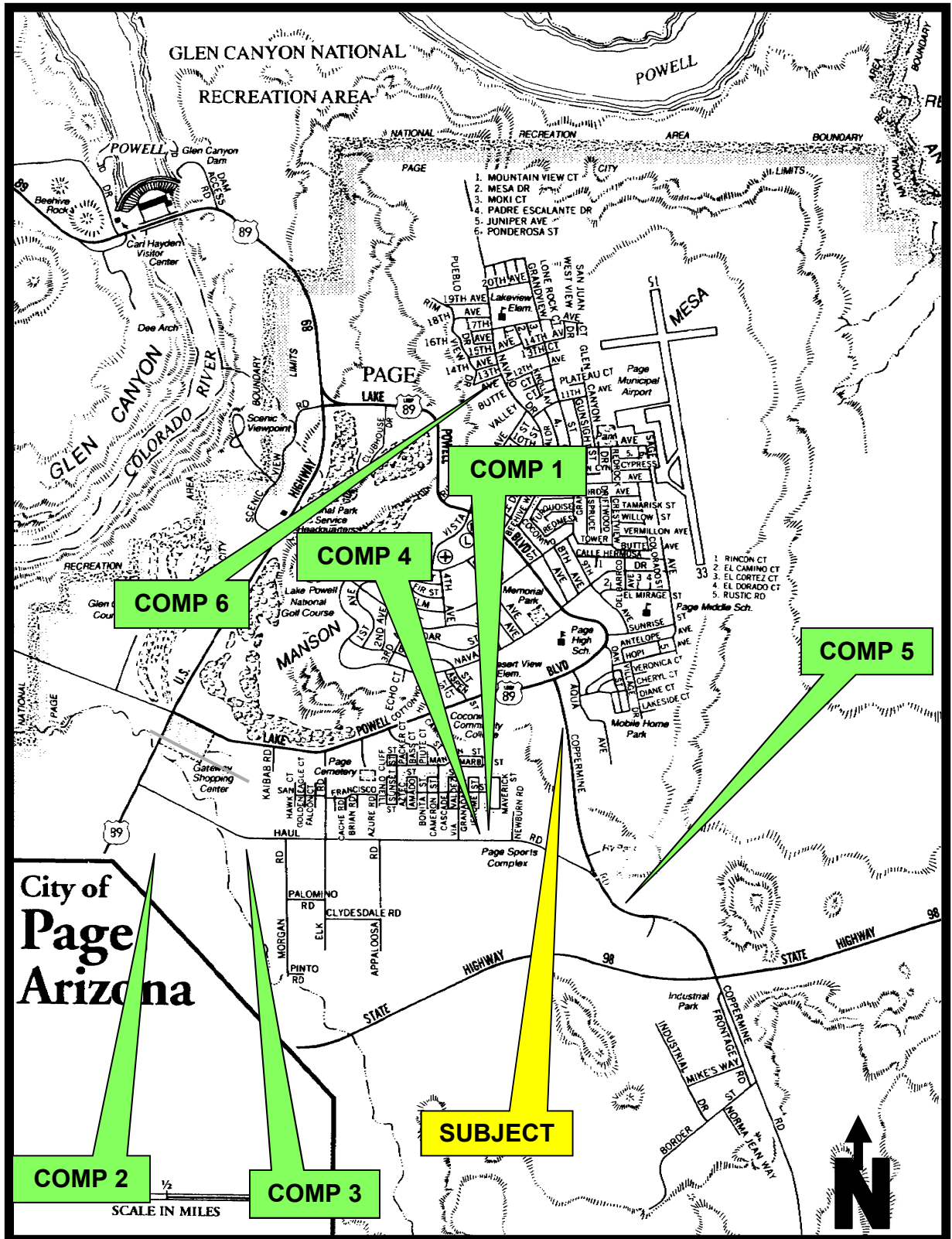
(C) *Applicability.*

(1) A PAD District shall conform to the general plan, all regulations pertaining to land development within this code, the subdivision regulations and all other rules, regulations, specifications and standards set forth in all other applicable city codes, unless specific deviations are approved by the City Council during the PAD approval process.

(2) The area for a PAD shall consist of a single parcel of land or a contiguous group of parcels with a combined minimum size of five acres.

(D) *Standards eligible for modification.* Unless otherwise expressly modified as part of the PAD approval process, PADs shall utilize the base zoning districts and all applicable standards established in this code to regulate all proposed uses and development. The City Council is authorized to approve PADs

COMPARABLE LAND MAP



COMPARABLE PHOTOS



LAND COMPARABLE #1
802-09-012C (COCONINO)



LAND COMPARABLE #2
802-16-013D (COCONINO)



LAND COMPARABLE #3
802-18-008Y (COCONINO)



LAND COMPARABLE #4
802-09-012B (COCONINO)



LAND COMPARABLE #5
802-10-007W (COCONINO)



LAND COMPARABLE #6
801-13-003D (COCONINO)

HUCK APPRAISAL OFFICE

Rec'd 11/6/2023

Robert C. Huck, MAI
724 Gail Gardner Way • Prescott, Arizona 86305
Phone (928) 778-7171 • Email: Bob@huckappraisal.com

October 20, 2023

Community Bridges Inc.
Attn: John Hogeboom
1855 W. Baseline Road, Suite 101
Mesa Arizona 85202.

Email: SHawman@cbridges.com; DHines@cbridges.com

Re: Appraisal proposal for a vacant parcel of land located in Page, Arizona.

Dear Mr. Hogeboom:

As a follow up to our recent communications, I submit the following proposal for an appraisal of the property referenced below.

Subject Property:	Vacant land near the southwest corner of Coppermine Road and Osprey Street, Page, Arizona
APN:	801-06-030D (Coconino County)
Client:	Community Bridges Inc.
Intended Users:	Mr. John Hogeboom and/or his designees within Community Bridges Inc.
Intended Use:	Establish a potential sales price for the subject property
Interest Appraised:	Fee Simple Estate
Appraisal Premise:	'As is' as of the date of valuation
Purpose:	Estimate the market value of the fee simple interest in the property as of the date of valuation.
Date of Valuation:	Current, as of the date of inspection
Reporting Option:	USPAP compliant Summary Appraisal Report
Scope:	Inspect subject property; compile data to develop the sales comparison approach to value. Changes to the scope of the appraisal may result in revisions to the fee and/or delivery date.

October 20, 2023
Mr. Hogeboom:
Page Two

Fee:	\$2,400
Delivery:	Approximately 4 - 5 weeks from receipt of the signed engagement letter and the appraisal fee.
Number of Copies:	Electronic PDF copy of report
Certification:	Attached
Assumptions & Limiting Conditions:	Attached

The appraisal shall be prepared for the Community Bridges Inc., my client, and is for the sole and exclusive use of Mr. John Hogeboom and/or his designees within Community Bridges Inc. to assist in their decisions regarding the subject property. I request that you seek my written authorization before releasing the reports to any other party.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our Statement of Limiting Conditions and Appraiser's Certification which are attached to all appraisals prepared by this office. Please review and sign the last page of each of these documents and return the executed copy to me indicating your acceptance and approval of the Limiting conditions and Appraiser's Certification.

It is generally the policy of federally insured financial institutions, to select an appraiser approved by their Board of Directors, and be responsible for the origination of the appraisal assignment. This policy has been mandated by federal regulation. By ignoring this procedure, the lender may require a second appraisal by another qualified appraiser. THE OWNER is aware of this policy and acknowledges that THE APPRAISER cannot be held responsible for the actions of the lender.

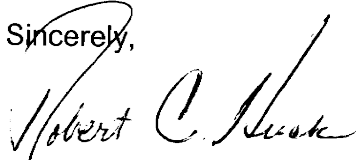
The estimated completion date of the appraisal is approximately 4 - 5 weeks from receipt of the signed engagement letter and the appraisal fee. I can only complete the appraisal by this date if I receive from you in a timely manner any relevant information needed for the preparation of the report.

I will proceed with the preparation of the appraisal upon receipt of signed copies of this letter, Statement of Limiting Conditions and Appraiser's Certification and the appraisal fee of \$2,400.

October 20, 2023
Mr. Hogeboom:
Page Three

If you have any questions about anything contained in this letter or in any of the attachments, please give me a call.

Sincerely,



Robert C. Huck
Certified General Real Estate Appraiser
Certificate No. 30123

Engagement Letter Accepted:



John Hogeboom
Community Bridges Inc.

10/23/2023

Date

CERTIFICATION

(The following certification will be signed by the appraiser and included in the appraisal report.)

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to Robert C. Huck, MAI, the person signing this report.
11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION

Page Two

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, I, Robert C. Huck, MAI, have completed the continuing education program for designated members of the Appraisal Institute.

14. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

15. I hereby certify that I am competent to complete the appraisal assignment. The reader is referred to the appraiser's Statement of Qualifications contained in the Addenda.

16. All extraordinary assumptions, hypothetical conditions and limiting conditions imposed by the terms of the assignment or by the undersigned, affecting the analysis, opinions and conclusions contained in this report are contained herein.

17. No change of any item of the appraisal report shall be made by anyone other than the Appraiser, and if changed, the Appraiser shall have no responsibility for any such unauthorized change.

(The preceding certification will be signed by the appraiser and included in the appraisal report.)

I acknowledge receipt of this certification:



John Hogeboom
Community Bridges Inc.

10/23/2023

Date

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

(The following Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

By this notice, all persons and firms reviewing, utilizing or relying on this report in any manner bind themselves to accept these assumptions and limiting conditions. Do not use this report if you do not so accept. These conditions are a part of the appraisal report, they are a preface to any certification, definition, fact or analysis, and are intended to establish as a matter of record that the appraiser's function is to provide a present market value for the subject property based upon the appraiser's observations as to the subject property and real estate market. This appraisal report is an economic study to estimate value as defined in it. It is not an engineering, construction, legal or architectural study nor survey and expertise in these areas, among others, is not implied.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

1. **LIMIT OF LIABILITY:** The liability of Huck Appraisal of Northern Arizona, Inc. and employees and affiliated independent contractors is limited to the client only and to the fee actually received by the appraiser (total per appraisal). Furthermore, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignments and related discussions. The Appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of a lawsuit (brought by the lender, partner or part owner in any form of ownership, tenant, or other party), any and all awards, settlements of any type in such suit, regardless of outcome, the client will hold the Appraiser completely harmless in any such action.

2. **COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:** Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 2

appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public for use by the advertising media, public relations, news, sales or other media for public communication without the prior written consent of the Appraiser.

3. **CONFIDENTIALITY**: This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appears on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser and/or officer of the firm. The Appraiser and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser may not divulge the material (evaluation) contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designate as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. **TRADE SECRETS**: This appraisal was obtained from Huck Appraisal of Northern Arizona, Inc. or related companies and/or its individuals of related independent contractors and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 4 U.S.C. 552 (b) (4). (Notify the Appraiser(s) signing report or an officer of Huck Appraisal of Northern Arizona, Inc. of any request to reproduce this report in whole or part.) "The parties understand and agree that the Arizona Public Records law will govern public disclosure of the appraisal and that the appraisal will be a public record."

5. **INFORMATION USED**: No responsibility is assumed for accuracy of information furnished by the work of others, the client, his designate, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Huck Appraisal of Northern Arizona, Inc. and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. (It is suggested that the client consider independent verification as prerequisite to any transaction involving sale, lease, or other significant commitment of funds on the subject property.)

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 3

6. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE: The contract for appraisal, consultation or analytical service is fulfilled, and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

7. EXHIBITS: The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos may be included for the same purpose. Site plans are not surveys unless shown from a separate surveyor.

8. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL, HIDDEN COMPONENTS, SOIL: The Appraiser and/or firm has no responsibility for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

The legal description is assumed to be correct as used in this report as furnished by the client, his designate, or as derived by the Appraiser.

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance) and such. The lender and owner should inspect the property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representation is made herein as to these matters unless specifically stated. Unless stated, the value estimate assumes no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, the Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 4

The appraisal is based on there being no hidden, unapparent conditions of the property site, subsoil, structures or toxic materials which would render it more or less valuable. The appraiser and firm have no responsibility for any such conditions or for any expertise or engineering to discover them. Conditions of heating, cooling, ventilation, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

The Appraiser has no responsibility for any costs or consequences arising due to the need or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

9. **LEGALITY OF USE:** The appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority whether local, state, federal and/or private, have been or can be obtained or renewed for any use considered in the value estimate.

10. **COMPONENT VALUES:** The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

11. **AUXILIARY AND RELATED STUDIES:** No environmental or impact studies, special market study of analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report.

12. **DOLLAR VALUES, PURCHASING POWER:** The market value estimated, and the costs used, are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and the price of the dollar as of the date of the value estimate.

13. **EXCLUSIONS:** Furnishings, equipment, personal property and business operations, except as specifically indicated or if typically considered a part of the real estate, have been disregarded. Only the real estate is considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 5

14. **PROPOSED IMPROVEMENTS:** Proposed improvements and repairs are assumed to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. The estimate of market value is as of the date shown and assumes completion as described in the report. Completion significantly different than described may change the value estimate.

15. **VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:** The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value, or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation and are subject to changing market conditions.

The "Estimate of Market Value" or "Opinion of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity, or financing are different than that envisioned in this report.

16. **MANAGEMENT OF THE PROPERTY:** It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management; neither inefficient nor super-efficient.

17. **CONTINUING EDUCATION CURRENT:** The Appraisal Institute conducts voluntary programs of continuing education for their designated members; MAI and SRPA Designates who meet the minimum standards of this program are awarded periodic educational certification. The MAI signing this report is currently certified under the program(s).

18. **FEE:** The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself. The fee for services is not contingent on any predetermined result or approved amount.

19. **AUTHENTIC COPIES:** The authentic copies of this report have original signatures of the appraiser(s) completing the report. Any copy that does not have the above is unauthorized and may have been altered.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 6

20. **INSULATION AND TOXIC MATERIALS**: Unless otherwise stated in this report, the Appraiser(s) signing this report has (have) no knowledge concerning the presence or absence of toxic or hazardous materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present the value of the property may be adversely affected. The existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser unless otherwise stated. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

21. **REVIEW**: Unless otherwise noted herein, named review Appraiser of/from Huck Appraisal of Northern Arizona, Inc., has reviewed the report and has not necessarily inspected the subject nor market comparable properties.

22. **CHANGES, MODIFICATIONS**: The Appraisers and/or officers of Huck Appraisal of Northern Arizona, Inc. reserve the right to alter statements, analyses, conclusions or any value estimates in the appraisal if facts pertinent to the appraisal process become known which were unknown to us when the report was finished.

23. **AFTER TAX ANALYSIS, AND/OR VALUATION**: Any "after" tax income or investment analysis and resultant measures of return on investment are intended to reflect only possible and general market considerations, whether as part of estimating value or possible returns on investment at an assumed value or price paid. Note that the Appraiser(s) does not claim expertise in tax matters and advises the client and any other using the appraisal to seek competent tax advice as the Appraiser is in no way to be considered a tax advisor or investment advisor.

24. **AMERICANS WITH DISABILITIES ACT**: Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value marketability or utility.

25. **ENVIRONMENTAL CONDITIONS**: The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

Page 7

The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report.

No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the results of the routine observations made during the appraisal process.

Acceptance of, and/or use of, this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users of any type, and the total liability of appraiser and firm is limited to the amount of fee received by the Appraiser.

(The preceding Statement of Standard Assumptions and Limiting Conditions will be included in the appraisal report)

ACKNOWLEDGED AND ACCEPTED BY:



John Hogeboom
Community Bridges Inc.

10/23/2023

Date

Department of Insurance and Financial Institutions

State of Arizona

CGA - 30123

ROBERT C. HUCK

This document is evidence that:
Arizona Revised Statutes, relating to the establishment and operation of a:

has complied with the provisions of

Certified General Real Estate Appraiser

and that the Deputy Director of Financial Institutions of the State of Arizona has granted this license to transact the business of a:

Certified General Real Estate Appraiser

ROBERT C. HUCK

This license is subject to the laws of Arizona and will remain in full force and effect until expired, surrendered, revoked or suspended as provided by law.

Expiration Date : **August 31, 2024**

QUALIFICATIONS OF ROBERT C. HUCK, MAI
Certified General Real Estate Appraiser, Certificate No. 30123

EDUCATION:

Arcadia High School; Phoenix, AZ, 1965 - 1969, High School Diploma
Southern Methodist University; Dallas, TX 1969 - 1973. Graduated Cum Laude with BA in Economics. Phi Beta Kappa. Extensive course work in Business and Investments.
University of Adelaide; Adelaide, South Australia, 1974. Post Graduate courses in Economics.
Arizona Department of Real Estate: Passed Licensing Exam, 5/81.
Appraisal Institute: Received MAI Designation, July, 1988
State of Arizona Board of Appraisal

EXPERIENCE:

Owner and President of Huck Appraisal of Northern Arizona, Inc., 724 Gail Gardner Way, Prescott, Arizona; May 1997 to Present.
Independent Fee Appraiser, Appraisal Consultants (formerly Russell L. Parker Company), 814 West Gurley Street, Prescott, AZ; July 1984 to May 1997.
Independent Fee Appraiser, RAM Enterprises, Prescott, AZ; 1983 to July 1984.
Real Estate Sales, Sandretto Properties, Inc., Prescott, AZ; 1981-1983; Commercial/Indust. Sales
Owner/President of Squires, Inc., DBA the Two Squires Restaurant, Prescott, Arizona; 1979-1981

PROFESSIONAL DESIGNATIONS

Member, Appraisal Institute (MAI Certificate #7882)
Certified General Real Estate Appraiser, State of Arizona; (Certificate Number 30123)

ORGANIZATION MEMBERSHIPS

Member, Phoenix Chapter, Appraisal Institute
Member, Prescott Kiwanis Club
Member, Prescott United Methodist Church

COURT TESTIMONY

Qualified as an expert witness: Yavapai County Superior Court, Division II
Qualified as an expert witness: U.S. Bankruptcy Court, Phoenix, AZ
Qualified as an expert witness: Mohave County Superior Court
Qualified as an expert witness: Coconino County Superior Court
Qualified as an expert witness: Colorado District Court, Garfield County, CO
Qualified as an expert witness: California District Court, Orange County, CA

SCOPE OF APPRAISAL WORK:

Experience includes the valuation of single & multi-family residential properties, subdivisions, mobile homes, condominium projects, bare land and acreage, retail, office, motel, restaurant, storage, commercial, industrial properties, easement/right of way condemnation and special purpose properties.

APPRAISAL COURSES & SEMINARS

National Association of Independent Fee Appraisers (NAIFA), "Manfctrd Housing Seminar", 2/84
NAIFA, "Mini-Math For Appraisers Seminar," 6/84.
NAIFA, "Member Appraisal Examination," 11/84
Arizona School of Real Estate, "Case Studies, Rules & Regulations Seminar, 4/85
Arizona School of Real Estate, "Introduction to Tax Shelters Seminar," 4/85
NAIFA, "Depreciation Seminar," 7/85
American Institute of Real Estate Appraisers (AIREA), "Problem Solving In Today's Market", 9/85
AIREA, "Standards of Professional Practice," Course Attendance/Exam 2-3, 9/86
AIREA, "Real Estate Appraisal Principles," Challenged & Passed Exam 1A-1, 9/86
AIREA, "Basic Valuation Procedures," Challenged & Passed Exam 1A-2, 9/86
AIREA, "Capitalization Theory & Technique, Part A," Course Attendance/Exam 1B-A 7/87
AIREA, "Capitalization Theory & Technique, Part B," Course Attendance/Exam 1B-B, 6/87
AIREA, "Case Studies in Real Estate Valuation," Course Attendance/Exam 2-1, 10/87
AIREA, "Valuation Analysis and Report Writing," Course Attendance/Exam 2-2, 10/87
AIREA, Submitted "Income-Property Demonstration Appraisal Report," 9/87; Passing Grade, 1/88
AIREA, Wrote "Comprehensive Examination", February, 1988; Received Passing Grade, 3/88
Resolution Trust Corporation (RTC), Seminar "RTC Appraisal Seminar", 12/90
Appraisal Institute (AI), "Standards of Professional Practice, Part A" Attendance/Exam, 2/91
AI, "Exam Preparation Seminar/Arizona Appraisal Law," Seminar Attendance/ Exam, 3/91
AI, "Standards of Professional Practice, Part B" Course Attendance/Exam, 5/92
AI, "Subdivision Analysis", Attended Seminar, 4/93
AI, "Standards of Professional Practice, Part A", Course Attendance/Exam, 4/94
AI, "Market Analysis", Seminar Attendance, 6/94
AI, "Fair Lending & The Appraiser", Seminar Attendance, 6/94
AI, "Understanding Construction Documents", Seminar Attendance, 6/94
AI, "Understanding Limited Appraisals", Seminar Attendance, 6/94
AI, "Standards of Professional Practice, Part B" Course Attendance/Exam, 10/95
AI, "Evaluations", Seminar Attendance, 10/95
AI, "Litigation", Seminar Attendance, 11/95
AI, "Special Purpose Properties", Seminar Attendance, 11/95
AI, "Highest & Best Use Applications", Seminar Attendance, 6/96
AI, "Data Confirmation & Verification", Seminar Attendance, 6/96
AI, "The Internet & Appraising", Seminar Attendance, 10/96
AI, "Tomorrows Appraiser, Videoconference", Seminar Attendance 10/96
AI, "Environmental Law", Seminar Attendance 11/96
AI, "Eminent Domain & Condemnation", Seminar Attendance 9/97
AI, "Internet Strategies for Appraisers", Online Education 2/00

APPRAISAL COURSES & SEMINARS (Continued)

AI, "Appraising Non-Conforming Properties", Seminar Attendance 2/00
AI, "Condemnation Appraising", Seminar Attendance 5/00
AI, "Appraising From Blueprints", AI Online Education 10/00
AI, "Residential Database Training", AI Online Education 2/01
AI, "Analyzing Operating Expenses", AI Online Education 3/01
AI, "Introduction to GIS", AI Online Education 10/01
AI, "Using HP12C Calculator", AI Online Education 11/01
AI, "Standards of Professional Practice, Part C" Course Attendance/Exam 11/01
AI, "Appraising Properties with Detrimental Conditions" AI Online Education 12/01
AI, "Energy Performance & Commercial Property Values", Seminar Attendance 5/04
McKissock Schools, "Residential Construction", Seminar Attendance 6/04
McKissock Schools, "Does My Report Comply With USPAP", Seminar Attendance 6/04
McKissock Schools, "Legal Issues for Appraisers", Seminar Attendance 6/04
AI, "Appraising Motels", AI Online Education 11/04
AI, "Interest Strategies For Appraisers", AI Online Education 9/05
AI, "Apartment Appraisal", AI Online Education 1/06
Arizona School of Real Estate, "USPAP 2005 Update", Seminar Attendance 1/06
Arizona School of Real Estate, "USPAP 2006 Update", Seminar Attendance 6/06
AI, "Introduction to International Valuation Standards", AI Online Education 11/06
AI, "Marshall Valuation Service Applications", AI Online Education 1/08
AI, "What Commercial Clients Want to Know", AI Online Education 2/08
AI, "USPAP 2007 Update", Seminar Attendance 5/08
AI, "Data Verification Methods", AI Online Education 8/09
AI, "Valuation of Green Residential Buildings", AI Online Education 9/09
AI, "Valuation of Green Commercial Buildings", AI Online Education 10/09
AI, "Business Practices & Ethics", AI Online Education, 11/09
USPAP 2010-2011 7-hour Update 7/10
AI, "Appraisal Curriculum Overview – Residential, AI Online Education 9/10
AI, "Appraisal Curriculum Overview – Commercial, AI Online Education 9/10
AI, "Apartment Appraisals", AI Online Education 5/11
AI, "Appraisal of Convenience Stores", AI Online Education 8/11
AI, "Analyzing Distressed Properties", AI Online Education 10/11
USPAP 2012-2013 7-hour Update 4/12
AI, "Business Practices & Ethics", AI Online Education 2/14
Arizona Appraiser's State Conference, "USPAP 2014-2015 Update" Seminar Attendance 3/14
AI, "Advanced Internet Search Strategies", AI Online Education 6/14
AI, "Small Hotel/Motel Valuation", AI Online Education 7/14
AI, "Subdivision Valuation", AI Online Education 8/15
AI, "Forecasting Revenue", AI Online Education 2/16
USPAP 2016-2017 7-hour Update Seminar Attendance 2/16 Arizona Appraisal Seminars & Classes
AI, "Rates and Ratios: Making Sense of GIMs, OARs and DCF", AI Online Education 7/16
AI, "Appraisal of Medical Office Buildings", AI Online Education 12/17
USPAP 2018-2019 7-hour Update Seminar Attendance 3/18 Arizona Appraisal Seminars & Classes

APPRAISAL COURSES & SEMINARS (Continued)

Arizona Board of Appraisal, "Supervisor-Trainee", Online Education 3/18

AI, "Appraisal Business Practices & Ethics", AI Online Education 5/18

AI, "Discounted Cash Flow Model Concepts", AI Online Education 7/18

AI, "Fundamentals of UASFLA": AI Online Education 9/19

USPAP 2020-2021, AI Online Education 4/20

AI, "Analyzing Operating Expenses": AI Online Education 6/20

AI, "Appraising Automobile Dealerships": AI Online Education 7/20

McKissock Schools, "Supporting Spreadsheets-Residential", 8/20

AI, "Excel Applications for Valuation", 10/21

USPAP 2022-2023, AI Online Education 4/22

Arizona Department of Insurance and Financial Institutions, "Appraisal of Fast Food Facilities" 7/22

Arizona Department of Insurance and Financial Institutions, "Appraisal of Industrial and Flex Buildings" 7/22

PARTIAL CLIENT LIST

American Bank
Apache County
Babbitt Brothers Trading Company
Bank of America (Including banks acquired by Bank of America)
Bayview Financial
California Bank & Trust
Chase Bank (Including banks acquired by Chase)
City Governments (Cottonwood, Page, Prescott, Prescott Valley, Williams, et.al.)
Commercial Capital Bank
Community First Bank
Compass Bank (Including banks acquired by Compass Bank)
Country Bank
Desert Hills Bank
Downey Savings
Farm Credit Services
Fain Family/Fain Signature Group
First American Title Company
First National Bank of Amarillo, Texas
First State Bank
Foothills Bank
Heritage Bank
Home National Bank
Irwin National Bank
Laventhol & Horwath
M & I Bank (Including banks acquired by M & I Bank)
Mission Bank
Mohave State Bank
National Bank of Arizona (Including banks acquired by National Bank)
North American Savings Bank
Northern Trust Bank
Peabody Mining Company
Regions Bank
Resolution Trust Corporation (RTC)
State of Arizona
Summit Bank
Temecula Valley Bank
United States Government,
 Government Services Administration
 U.S. Dept. of Interior, Bureau of Indian Affairs
 U.S. Dept. of Interior, National Park Service
U.S. Post Office
U.S. Veterans Administration
Valley Bank
Wells Fargo Bank (Including banks acquired by Wells Fargo Bank)
Western Bank
Yavapai County

AGREEMENT FOR THE PURCHASE OF REAL ESTATE

BY THIS AGREEMENT, the parties hereto declare, covenant and agree as follows:

1. Definitions.

The following terms are hereby defined for purposes of this Agreement and shall be given the stated meanings unless the context requires otherwise:

Seller: CITY OF PAGE
City Hall
P.O. Box 1180
Page, Arizona 86040
Telephone: (928) 645-8861

Buyer:

Escrow
Agent: PIONEER TITLE AGENCY, INC.
809 North Navajo
P. O. Box 508
Page, Arizona 86040
Telephone: (928) 645-0064

Date of this
Agreement: The _____ day of _____, 202__.

Property: 2.55 acres of real property located in the City of Page, Coconino County, Arizona, more particularly described as:

Purchase
Price: The Purchase Price for the Property shall be \$315,000.00, plus Buyer shall also pay all costs including appraisal fees, escrow fees, title fees, recording fees, and Seller's legal publication costs incurred herein.

Closing
Date: The Closing Date shall be that date which is the latter of (a) the land sale ordinance becoming operative pursuant to A.R.S. § 19-142(B) (i.e. thirty (30) days after adoption of the land sale ordinance by City Council without referendum filing); or (b) thirty (30) days after any required referendum vote approving this transaction; or not later than sixty (60) days following satisfaction or waiver of the Conditions to Closing

contained in Section 8. However, the Closing Date shall not extend beyond _____ unless agreed to in writing by the parties. See, paragraph 10 for further provisions concerning the Closing Date and definition of "closing" and "close of escrow".

2. Purchase and Sale of Property. Subject to and upon the terms, provisions and conditions set forth herein, Seller agrees to sell and Buyer agrees to purchase the entire right, title and interest of Seller in and to the Property for the Purchase Price.

3. Purchase Price.

3.1 The Purchase Price shall be payable by Buyer in lawful currency of the United States.

3.2 Upon Buyer's execution hereof, Buyer shall deposit \$0.00 with Escrow Agent as earnest money hereunder. All earnest money deposited shall be credited at the Closing Date toward the Purchase Price.

3.3 On or before the Closing Date, Buyer shall tender to Seller one hundred percent (100%) of the purchase price.

3.4 The funds deposited pursuant to Paragraph 3.2, above, shall be invested by Escrow Agent with a federally insured commercial bank or savings institution in such savings accounts, certificates of deposit or similar investments as Buyer shall direct from time to time, provided that any and all such funds be available and disbursed when required by the terms of this Agreement. All earnings on such invested funds shall be paid to the party entitled hereunder to receive the principal of such funds, and, upon payment to Seller, shall be credited towards the Purchase Price.

4. Information/Delivery Items.

4.1 Title Report: Seller shall provide Buyer with a preliminary title report or commitment for title insurance.

4.2 Entry on Property: Buyer and its authorized representatives and agents have been provided access to the Property for the purpose of making such examinations, test investigations, surveys, inquiries or other inspections including, but not limited to, hydrological, topographical, traffic and engineering studies and reports, tests, borings and analysis of the soils and water (including subsurface conditions), investigation of the availability and quality of access, utilities, water and sewer to the Property, and to otherwise inspect the general condition of the Property as may be necessary to satisfy Buyer that the Property is suitable for Buyer's intended development. The cost of all such examinations or investigations is the responsibility of Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury, or expense arising out of or related to claims of injury to

persons or property, or claims of lien for work or labor performed, or materials or supplies furnished as a result of the exercise of Buyer's right of entry hereunder.

4.3 Licenses and Permits: Seller shall, within ten (10) days of the date of request, make available at Buyer's request true and correct copies of all presently existing licenses, permits, certificates of occupancy and other documents issued by any governmental or nongovernmental entity to the Seller necessary for the use of the Property for its present uses.

5. Contingencies.

5.1 Buyer's obligation to consummate the purchase of the Property and to close escrow is conditioned upon the acceptance or waiver (subject to the provisions set forth below) of the title report. Buyer must provide written notice to Seller within thirty (30) days of the release of the title report of any discrepancy or disapproval. Buyer shall permit Seller an additional forty-five (45) day period to cure Buyer's objections, whereupon Seller shall undertake in good faith and utilize its best efforts to take all action necessary to cure same. If Buyer's objections are not cured to Buyer's satisfaction prior to expiration of the period permitted by this paragraph, Buyer may either (a) cancel and terminate this Agreement or (b) waive any remaining objections and approve the condition of title to the Property as then existing. If Escrow Agent issues any amended preliminary reports or commitments for title insurance, Buyer shall have a period of twenty (20) days after receipt of the same to object to any matter not appearing in prior reports or commitments and shall have the same options as provided above with respect to objections to the original report. Seller shall use its best efforts to cure any objections Buyer has with respect to the condition of title.

5.2 It is acknowledged that the contingencies set forth in Paragraph 5.1 are for the exclusive benefit of Buyer, and Buyer may elect to waive any such contingency reserved for its benefit and proceed to consummate the transaction contemplated hereby, unless this Agreement has been terminated according to the terms hereof. Any such waiver shall be executed in writing and deposited with Escrow Agent or Seller.

5.3 If all of the contingencies set forth in paragraph 5.1 have not been satisfied or waived in writing within the period provided in paragraph 5.1, this Agreement may be terminated by Buyer, and the earnest money shall be returned to Buyer and the parties shall have no further obligation hereunder.

6. Obligations, Representations and Warranties.

6.1 Seller hereby agrees to diligently undertake the performance of all obligations of Seller contained in this paragraph and makes the representations and warranties set forth herein:

- (a) Seller will comply with all provisions of Paragraph 4, above;

(b) Prior to the Closing Date, assuming all necessary governmental approvals have been obtained and all terms of this Agreement have been fulfilled, Seller shall deposit with Escrow Agent a Deed and related Affidavit of Real Property Value (if needed), duly executed by Seller in proper form for recording;

(c) All risk of loss is Seller's until the Property is conveyed to Buyer in accordance herewith. In the event of material loss or damage to the Property, Buyer may cancel and terminate this Agreement and receive a refund of all earnest Money deposited;

(d) No default or breach exists under any covenant, condition, restriction, right-of-way or easement affecting the Property, or any portion thereof, which is to be performed or complied with by the owner of the Property, and Seller has no knowledge of any fact or condition which would constitute such default or breach;

(e) No actions, suits, proceedings or investigations are pending or, to the knowledge of Seller, threatened against or relating to the Property in any court or before any governmental department or agency, and Seller has no knowledge of any basis for any such action, suit, proceeding or investigation;

(f) No person, firm, or other entity has any right or option to acquire the Property or any portion thereof or any interest therein, superior to the rights of Buyer herein, and Seller will take no action prior to the close of escrow hereunder which will adversely affect the rights of Buyer hereunder or adversely affect the ability of Seller to perform hereunder, provided, however, Seller and Buyer understand that the effectiveness of this Agreement may be determined by a referendum vote, provisions of the Page City Code pertaining to land sales, and subject to the provisions of Paragraph 8.4;

(g) The Property will be conveyed and exclusive possession thereof delivered by Seller to Buyer at the close of escrow in the same condition it is in as of the date of Buyer's execution of this Agreement, natural wear and tear and Buyer's testing excepted;

(h) There are not, and shall not be at closing, any leases or rental agreements affecting the Property, not previously disclosed in writing, or any rights of possession thereof;

(i) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which, though not currently the subject of a lien, might give rise to mechanics', materialmens' or other liens against Seller's interest in the Property or any portion thereof or any improvements hereafter erected thereon;

(j) No hazardous wastes or substances have been knowingly dumped, deposited or buried on the Property by the Seller or any of its agents or employees after 1975;

(k) The representations of Seller contained herein are and will be true and correct as of the Closing Date, and Seller will have duly performed all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller in order to consummate the transaction contemplated hereby on or before the Closing Date. Seller covenants that it will advise Buyer, in writing, on or before the Closing Date, of any change in any representation or warranty set forth in this paragraph. In the event of any material or substantive change in the representations or warranties prior to the close of escrow, Buyer, in addition to all other rights and remedies, shall be entitled to terminate this Agreement and receive a refund of all earnest money deposits pursuant hereto.

6.2 Buyer hereby represents and warrants that Buyer will have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Buyer including, without limitation, payment of all funds required to be paid by Buyer on or before the Closing Date, and will execute and deliver all documents required to be executed and delivered by Buyer in order to consummate the transaction contemplated hereby on or before the Closing Date.

6.3 Buyer acknowledges and agrees that Buyer is purchasing the Property in "As-Is" condition without expressed or implied warranties of any kind, and that Buyer is relying wholly on Buyer's own judgment with respect to the suitability and condition of the Property.

7. Conditions of Sale.

7.1 Seller makes no representation or warranty with respect to access to and from adjoining streets.

7.2 Buyer acknowledges that all required on and off-site improvements to the property shall be made by the Buyer and at Buyer's sole expense including, but not limited to, the costs of extending infrastructure (e.g., roadway, water, sewer, electric, telephone, and cable).

7.3 Buyer acknowledges that it is familiar with and understands that the purchased property is subject to use and development restrictions imposed by the City of Page General Plan, the General Development and Subdivision Regulations, City of Page Zoning Ordinance, the Gateway Area Specific Development Plan, City of Page adopted building codes, and other applicable state and federal laws.

8. Conditions to Closing.

8.1 Buyer's purchase of the Property and closing of the transaction contemplated hereby is conditioned upon and subject to:

- (a) Satisfaction or waiver of all contingencies set forth in Paragraph 5.1.
- (b) Performance of all obligations of Seller set forth in Paragraph 6.1.

(c) Issuance by Pioneer Title or the licensed insurer for which it is agent to or for the benefit of Buyer of an owner's title insurance policy showing fee simple title to the Property in Buyer subject only to those printed exceptions customarily contained in such policies and those encumbrances, restrictions, reservations, exceptions, stipulations, conditions and requirements approved by Buyer pursuant to Paragraph 5.1.

The foregoing conditions are solely for the benefit of Buyer. At any time or times on or before the date for the satisfaction or waiver of each condition, at Buyer's election in its sole and absolute discretion, Buyer may waive any of the foregoing conditions by written notice to Seller. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Buyer are neither fulfilled nor waived in writing by Buyer within the time provided in this Agreement, Buyer, at its election in its sole and absolute discretion, by written notice to Seller, may terminate this Agreement, receive Buyer's earnest money less Seller's publication costs, and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement.

8.2 Seller's obligation to sell the Property shall be conditioned expressly upon the fulfillment to Seller's satisfaction (as determined by Seller in its sole and absolute discretion) of each of the following conditions precedent within the time periods specified in this Agreement:

- (a) Performance of all obligations of the Buyer set forth in Paragraph 6.2.
- (b) Satisfaction of any city ordinance pertaining to this transaction including, without limitation, an approval by the voters of the City of Page pursuant to any referendum vote required to approve this transaction.

The foregoing conditions are solely for the benefit of Seller. At any time or times on or before the date for the satisfaction or waiver of each condition, at Seller's election in its sole and absolute discretion, Seller may waive any of the foregoing conditions by written notice to Buyer. In the event any of the foregoing conditions or other conditions to this Agreement which are for the benefit of Seller are neither fulfilled nor waived in writing by Seller within the time provided in this Agreement, Seller, at its election in its sole and absolute discretion, by written notice to Buyer, may terminate this Agreement and be released from all obligations under this Agreement except to the extent such obligations expressly survive termination of this Agreement. In the event of termination pursuant to this Paragraph 8.2, the earnest money shall be returned to Buyer.

8.3 Each party shall exercise commercially reasonable diligence in an effort to satisfy the Closing Conditions as expeditiously as possible after the date of this

Agreement. Each party shall cooperate with the other party in the other party's efforts with respect to the satisfaction of the conditions.

8.4 The parties acknowledge and agree that Seller has executed this Agreement in its proprietary capacity as owner of the Property, and that nothing in this Agreement binds or otherwise obligates the City of Page in the exercise of its regulatory authority. Specifically, and without limiting the foregoing, nothing in this Agreement obligates the Page Planning Commission or the Page City Council to approve any development plans, or obligates City staff as to their analyses, reports, recommendations or any other staff functions or duties relating to the proposed project.

9. Failure to Close/Earnest Money.

9.1 In the event Buyer terminates this Agreement as elsewhere expressly authorized, all earnest money deposited hereunder shall be returned to Buyer less publication costs incurred by Seller, and this Agreement shall thereupon be deemed void and of no further force or effect.

9.2 In the event Seller refuses, fails, or is unable to satisfy its obligations hereunder, the sole remedy of Buyer is the return of earnest money deposited hereunder. This Agreement and the escrow established hereby shall be terminated. In such event any earnings gained on the earnest money deposit, as provided under Paragraph 3.4, shall be delivered to Buyer.

9.3 In the event all contingencies or conditions to closing reserved for Seller's benefit have been satisfied or waived and Seller has tendered complete performance on or before the Closing Date, and Buyer is not entitled to terminate this Agreement, but Buyer nevertheless refuses or fails to close the transaction contemplated hereby in accordance with the terms of this Agreement, then Seller shall make a written demand of Buyer to perform and close this Agreement. If Buyer does not do so within five (5) days after receipt of such demand, this Agreement shall be deemed breached, and Seller may elect one or more of the following remedies: (i) terminate this Agreement whereby all of the earnest money deposited hereunder shall be paid to Seller and the Escrow established hereby, (ii) institute legal proceedings against Buyer for specific performance of Buyer's obligations hereunder, and/or (iii) pursue any other remedies available at law or in equity including, without limitation, suit for damages or other alternative relief.

10. Closing Date.

Buyer and Seller shall pay all monies, execute and deposit all documents, and complete all other obligations required hereunder in order to consummate the purchase and sale of the Property on or before the Closing Date. On, or as soon as practical following the Closing Date, Escrow Agent shall record all necessary documents and

otherwise accomplish the provisions hereof so as to close the transaction contemplated hereby (herein sometimes referred to alternatively as the "closing" or "close of escrow").

11. Taxes, Assessments, Prorations.

11.1 All real estate taxes, interest, utilities, rents, and/or insurance premiums, if any, relating to the Property shall be prorated as of the date of closing. All assessments, if any, shall be paid in full by Seller at the Closing Date. Real estate taxes shall be calculated on the basis of the latest figures prepared by the governmental authority responsible for assessing the Property based on the most recent tax rate as then determined. If the taxes for the current year are later determined to be different than those upon which proration was based, Seller and Buyer shall adjust the difference outside of escrow based upon the actual figures. All monthly prorating shall be made on the basis of a thirty (30) day month.

11.2 All appraisal costs, survey fees, escrow fees, and recording fees shall be paid by Buyer. Buyer shall pay all fees and premiums with respect to issuance of preliminary title reports, title insurance commitments and the owner's title insurance policy to be issued to Buyer, all as provided herein.

12. Nomination.

Buyer may only assign its rights under the Purchase Agreement with the prior written consent of the Seller, which consent will not be unreasonably withheld.

13. Escrow Instructions.

13.1 Buyer and Seller hereby employ Escrow Agent to act as their escrow agent in connection with the purchase and sale agreed to herein on the terms set forth herein.

13.2 Seller and Buyer will each pay Escrow Agent upon demand all charges payable by them respectively as provided herein, if any.

13.3 In the event of a breach of this Agreement or non-compliance with the terms herein, Buyer and Seller authorize Escrow Agent to hold any money and documents deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead said parties by an action brought in any such court.

13.4 Seller and Buyer will indemnify and save harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which it may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom and will pay the same upon demand; provided, however, that this paragraph shall not apply with respect to such matters resulting from Escrow Agent's negligence, omission, error, or intentional wrong-doing.

13.5 Seller and Buyer direct that all money payable hereunder be paid to Escrow Agent. Disbursement of any funds may be made by check of Escrow Agent.

13.6 Seller and Buyer agree that the employment of Escrow Agent shall not affect any rights of subrogation under the terms of any title insurance policy issued pursuant to the provisions hereof.

13.7 If disbursement is made to other than the parties hereto by reason of death, insolvency, bankruptcy, dissolution of Seller or by reason of any legal proceedings, Escrow Agent shall be paid such reasonable fees as Escrow Agent shall establish.

13.9 The word "charges" as used herein refers to all charges and advances made and obligations incurred by Escrow Agent in connection herewith and all charges of Escrow Agent in connection with the issuance of its title insurance policy.

13.10 The day provided herein within which compliance with any requirement must be met shall end at the close of the then regularly-established public business hours of Escrow Agent for such day.

14. Miscellaneous.

14.1 Any notice to be given by Buyer or Seller shall be given in writing and delivered in person to Buyer or Seller, or forwarded by certified or registered mail, postage prepaid, at the address indicated in Paragraph 1 hereof, unless the party giving any such notice has been notified, in writing, of a change of address. Any such notice shall be effective three (3) days after postmark, if mailed, or upon receipt, if delivered.

14.2 This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby and merged into this Agreement. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein or in any instrument executed pursuant hereto, nor shall this Agreement create or confer any benefit with rights or provide to third parties any claim or right of action under this Agreement.

14.3 In the event any party hereto shall employ legal counsel to bring an action at law or other proceeding against any other party to enforce any of the terms, covenants or conditions hereof, the party prevailing in any such action or other proceeding shall be paid all reasonable attorneys' fees and costs incurred by the other party, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees and costs shall be included in the judgment.

14.4 If any term or provision of this Agreement is determined to be invalid, such invalid term or provision shall not affect or impair the remainder of this Agreement, but

such remainder shall continue in full force and effect to the same extent as though the invalid term or provision were not contained herein.

14.5 Time is of the essence of this Agreement. Except as herein otherwise provided, this Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, successors and assigns of the parties hereto.

14.6 The parties hereto agree to execute, acknowledge and deliver such other documents and instruments as may be reasonably necessary or appropriate to carry out the full intent and purpose of this Agreement.

14.7 If a date provided herein within which any requirement must be met shall fall on a Saturday, Sunday or date on which Escrow Agent, state, county or governmental offices are closed, or date on which the banks in Arizona are generally closed, then the date of compliance shall be extended through the next date when none of the above is applicable.

14.8 For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which may be executed by one or more of the parties hereto, with the same force and effect as though all parties executing such counterparts had executed but one instrument.

14.9 The date of this Agreement shall be the date a fully executed copy hereof is deposited with Escrow Agent, which date Escrow Agent shall insert on the first page hereof.

14.10 This Agreement and the rights of the parties hereto shall be governed and construed in accordance with the laws of the State of Arizona with venue in Coconino County.

15. Conflict of Interest.

The City may, within three years after the execution of this agreement, cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City is or was, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. See, A.R.S. §38-501 *et seq.*, pertaining to Conflict of Interest of Officers and Employees.

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SELLER:
CITY OF PAGE

BUYER:

By: _____
Mayor

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AND ACCEPTED WITH RESPECT TO THE PROVISIONS DEALING WITH THE ESCROW AGENT.

Pioneer Title Agency, Inc.

BY: _____